

UNIVERSITY
OF PITTSBURGH



LIBRARY

July 1862





THE NEW

AMERICAN CLERK'S MAGAZINE,

AND

COMPLETE PRACTICAL CONVEYANCER.

CONTAINING

THE MOST USEFUL AND NECESSARY PRECE-
DENTS IN CONVEYANCING, AS SETTLED
AND APPROVED BY THE MOST
EMINENT CONVEYANCERS;

WITH

OBSERVATIONS AND REFERENCES TO THE LAWS, &c.

WITH A VARIETY OF OTHER USEFUL INSTRU-
MENTS OF WRITING :

THE WHOLE OF WHICH ARE ADAPTED TO THE USE OF THE CITI-
ZENS OF THE UNITED STATES, AND MORE PARTICULARLY
TO THOSE OF THE STATE OF MARYLAND ;

WITH

NECESSARY INSTRUCTIONS AND FORMS OF PRECEDENTS

FOR THE USE OF JUSTICES OF THE PEACE, SHERIFFS, CORONERS AND
CONSTABLES. AND OF MATTERS WHICH RELATE TO THE DUTIES
OF EXECUTORS AND ADMINISTRATORS IN THE SETTLE-
MENT OF THE ESTATES OF DECEASED PERSONS ;
ALSO, OF GUARDIANS, &c.

THE WHOLE SELECTED FROM THE LAWS, AND DRAUGHTS OF
ACTUAL PRACTICE.

BY A GENTLEMAN OF THE BAR.

SECOND EDITION REVISED AND CORRECTED.

HAGERS-TOWN:

PUBLISHED BY JACOB D. DIETRICK.

[JOHN P. THOMSON, PRINTER, FREDERICK-TOWN.]

.....
1808.

Dar.
K.
N531
1808
sup

DISTRICT OF MARYLAND, TO WIT.

BE IT REMEMBERED, That on the thirtieth day of August, in the thirtieth year of the Independence of the United States of America, Jacob D. Dietrick, of the said district, hath deposited in this office the title of a book the right whereof he claims as proprietor in the words and figures following to wit: "*The New American Clerk's Magazine and Complete Practical Conveyancer*, containing the most useful and necessary precedents in conveyancing, as settled and approved by the most eminent conveyancers, with observations and references to the laws, &c. with a variety of other useful instruments of writing. The whole of which are adapted to the use of the citizens of the United States and more particularly to those of the state of Maryland, with necessary instructions and forms of precedents for the use of justices of the peace, sheriffs, coroners and constables, and of matters which relate to the duties of executors and administrators in the settlement of the estates of deceased persons, also of guardians, &c. The whole selected from the laws and draughts of actual practice, by a gentleman of the bar," In conformity to the act of the congress of the United States, entitled "An act for the encouragement of learning by securing the copies of maps, charts and books to the authors and proprietors of such copies during the times therein mentioned."

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the said district court, this thirtieth day of August, in the year of our Lord eighteen hundred and five.

PHILIP MOORE, *Clerk*
District Court of Maryland.

PREFACE.

OF a work so generally useful as the following, every draftsman in drawing agreements, conveyances, &c. must be fully convinced. The precedents which it contains have been with great accuracy extracted from the most approved and eminent conveyancers, and may be relied on, as standards of solid judgment, and the result of settled experience. By a strict observance and a proper attention to the statutes of the several states, with some few alterations they may be made to suit every state in the union. For the information of magistrates, of executors, administrators and guardians, the Editor has thought it adviseable, in addition thereto to give a brief account of their several duties, which if attended to, will save them much time and trouble and often expence. To the patrons of this work the Editor begs leave to tender his grateful acknowledgments for their liberal support and encouragement; and flatters himself that their expectations will be fully gratified on a perusal thereof.

Digitized by the Internet Archive
in 2009 with funding from
University of Pittsburgh Library System

THE
NEW AMERICAN
CLERK'S MAGAZINE, &c.

OF ACQUITTANCES AND OTHER DIS-
CHARGES.

AN ACQUITTANCE is a discharge in writing of a debt, or an acknowledgment of the receipt of money, or some other thing.

If a landlord gives an acquittance to his tenant for the last rent due, though there be many years rent in arrear, all the preceding arrears, by presumption of law, are supposed to be satisfied.

Co. Lit. 373.

An acquittance for rent paid.

RECEIVED this —— day of &c. of A. B. the sum of *sixty* dollars in money, which, with *thirty* dollars more disbursed by the said A. B. for taxes and reparation of the messuage, &c. he now occupies, situate &c. makes in the whole, the sum of *ninety* dollars, and is in full of half a years rent, due to me out of the said premises, on the —— day of —— last. I say received

D. 90

By me, C. D.

A general acquittance, or receipt.

RECEIVED of A. B. the sum of *fifty* dollars in full for &c. and of all demands. I say received

By me, C. D.

D. 50

N. B. A general receipt will discharge all debts, except such as are on specialty, *i. e.* bonds, bills, and other instruments that may properly be called acts or deeds, viz. those that require to be executed in a solemn manner, where the sealing and delivery are the most essential parts of the act; and on that account can only be destroyed by something of equal force, viz. some other specialty, such as a general release, &c. neither will it discharge indorseable promissory notes, or inland bills.



An acquittance for a debt due to another person.

RECEIVED this — day of — of A. B. the sum of *twenty* pounds, in full of a debt due to C. D. for certain goods, &c. by the said A. B. bought of the said C. D. I say received by the order and for the use of the said C. D.

By me, E. F.

£. 20



An acquittance of a debt received of a third person.

RECEIVED this — day of — of A. B. by the hands of C. D. the sum of *five* pounds, in full for certain goods, &c. bought by the said A. B. of me. I say received in full of all demands

By me, E. F.

£. 5 0 0



An acquittance of money received in part of a debt due on bond.

RECEIVED this — day of — of A. B. the sum of *one hundred and fifty* dollars, in part payment of a greater sum due to me on bond from the said A. B. I say received

By me, C. D.

D. 150

A receipt for interest due on a bond.

RECEIVED this — day of — of A. B. the sum of six dollars in full for one years interest of D. 100 due to me on the — day of — last, on bond from the said A. B. I say received
By me, C. D.

—
D. 6
—

NOTE.... Besides these receipts to be taken on payment of money due on bonds, it is proper to have each payment mentioned on the back of the obligation.



An acquittance for a legacy.

RECEIVED this — day of — in the year of our Lord, &c. of A. B. executor of the last will and testament of C. D. late of &c. deceased, the sum of *one hundred* dollars, being in full of a legacy bequeathed to me in and by the last will and testament of the said C. D. I say received in full of all demands

By me, E. F.



An acquittance for purchase money on executing a deed, to be indorsed on the back of the deed.

RECEIVED the — day of — of the within named C. D. the sum of one thousand pounds current money, being the full consideration money within mentioned, to be by him paid to me. I say received
By me, A. B.

—
£. 1000
—

Witness to payment of the money.



An acquittance for money for the redemption of lands.

KNOW all men by these presents, that I, A. B. of &c. have had and received this — day of — of and from C. D. of &c. the sum of &c. being in full for the redemption of all and singular the lands and tenements of him the said C. D. lying and being &c. mentioned in certain indentures of a mortgage, bearing date

&c. and made between &c. and in full satisfaction of the proviso or condition therein contained, for the payment of the sum of &c. of which said sum of &c. in full satisfaction, as aforesaid, I do hereby acknowledge myself well and truly paid; and thereof do acquit the said C. D. his heirs, executors and administrators, and his and their lands and tenements. In witness, &c.



An acquittance to an administrator, on payment of a debt due from the intestate.

RECEIVED this — day of — of Mr. A. B. administrator of the goods and chattels, rights and credits of C. D. late of &c. deceased, the sum of *fifty* pounds current money, in full of a debt owing to me by the said C. D. in his life time, for household goods by me sold to him. I say received in full of all demands

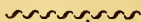
By me, E. F.

£. 50



A receipt for writings entrusted in a persons hands, and for which the receiver is to be answerable.

RECEIVED this — day of — of A. B. three several deeds or conveyances, one of them purporting to be a lease of &c. and made between &c. another of them to be an assignment of the said lease, and made between &c. and the other to be a deed from &c. for which said writings I hereby promise to be accountable; and to re-deliver the same to the said A. B. on demand. Witness, &c.



A receipt proper to be taken upon a persons giving a promissory note for a book debt.

RECEIVED this — day of &c. of A. B. a promissory note, for the sum of *thirty* dollars, payable to me or order, — months after date; which sum, when paid, is in full of all demands. I say received

By me, E. F.

A receipt for a creditor's proportion of an insolvent estate.

RECEIVED this — day of &c. of A. B. administrator of the goods and chattels, rights and credits of C. D. late of &c. deceased, the sum of *forty* dollars and *fifty* cents in full for my share or proportion of what remains in his hands on a settlement of said estate by him the said C. D. with the register of wills for — county,

By me, E. F.

D. 40 50

ACKNOWLEDGMENTS OF DEEDS OF BARGAIN AND SALE, &c.

MAY be made in the general court, or before any one judge thereof, and recorded either in the records of the general court of the shore, or county court of the county, *where the land lies*; but such record must be made within six calendar months from the date of the deed. See laws of Maryland, 1715, ch. 47, sec. 7. November 1766, ch. 14, sec. 2. 1785, ch. 9, sec. 4. Nov. 1779, ch. 10, sec. 2.

May also be made in the county court, or before two justices of the peace of the county *where the land lies*, and recorded as mentioned above. Nov. 1766, ch. 14, sec. 2. 1785, ch. 9, sec. 5. 1796, ch. 43, sec. 6.

May also be made in the county court, or before two justices of the peace of the county where the *bargainor or grantor resides*. But if the land lies in a different county, a certificate must be obtained from the clerk of the county, "that the persons taking the acknowledgment, were at the time of making the said acknowledgment, justices of the said county, duly commissioned and "sworn;" and when so certified, may be recorded as mentioned above. Nov. 1766, ch. 14, sec. 3. 1796, ch. 43, sec. 6.

May also be made before a chief justice of a district, or before an associate justice of the county court, and recorded as herein before mentioned. Nov. 1796, ch. 43, sec. 6.

A non-resident of the state, may *acknowledge* a deed by a letter of attorney, sufficiently proved in the general or county court, where the *land lies*, or before a judge of the general court, (or

two* justices of the peace of said county.) 1715, ch. 47, sec. 8. Nov. 1766, ch. 14, sec. 4.

Such deeds, if made by a resident without the United States, the same shall be acknowledged within *eighteen months* after the time of execution of such deed; if executed by a resident without this state, but within the United States, the same shall be acknowledged within six months after the time of execution. November 1798, ch. 103.

Feme-coverts must be examined apart from, and out of the hearing of their husbands. See the form of acknowledgments, and the acts of 1715, ch. 47, sec. 10, and November 1766, ch. 14, sec. 6.

A non-resident *feme-covert* may acknowledge a deed before the *mayor of some corporation* within Great-Britain or Ireland, or other of his majesty's European islands, or before one of the justices of the *supreme or provincial* court of any province or colony, or *governor*, or *chief officer*, within his majesty's dominions, and certified by endorsement on the deed, under hand and seal of such mayor or justice, or seal of the province or colony, governor or chief officer. 1752, ch. 3, sec. 2. November 1766, ch. 14, sec. 16.

Lands lying within the territory of Columbia, deeds to be acknowledged as herein before directed, and may also be acknowledged before a commissioner of the city of Washington, *but must be* recorded in the records of the clerk for recording deeds within the said territory. 1791, ch. 45, sec. 8. 1792, ch. 59, sec. 2.



An acknowledgment of a deed, with relinquishment of dower.

See the acts of 1715, ch. 47, sec. 10. Nov. 1766, ch. 14, sec. 6.

STATE OF MARYLAND, ——— County, sc.

BE it remembered, that on this ——— day of &c. personally appears A. B. the party grantor within named, before me the subscriber (*here insert the judge, justices, &c. as above prescribed, or, if the deed is acknowledged before a chief justice of any of the judicial districts within the state—say* “chief justice of the fifth judicial district in the state of Maryland aforesaid,” which district is composed of the counties of ——— *as the case may be*) and acknowledges the within deed or instrument of writing to be his act and deed, and the land and premises therein mentioned, and thereby bargained and sold,

* See the act of November 1796, ch. 43, sec. 16; the justices of the peace are to have the same power and jurisdiction as any justices of the county court, and of course competent to take the acknowledgments of all instruments of writing which could formerly be done by two justices of the county court.

to be the right and estate of the within named C. D. party grantee, also therein named, his heirs and assigns forever, according to the purport, true intent and meaning of the said deed or instrument of writing, and the acts of assembly in such case made and provided. And now at the same time personally appears E. B. wife of the said A. B. before, &c. (as above) and acknowledges the said deed or instrument of writing to be her act and deed; and the lands and premises therein mentioned to be the right and estate of the within named C. D. his heirs and assigns forever: And the said E. B. being by me privately examined apart, from and out of the hearing of her husband "whether she doth make her acknowledgment of the same willingly and freely, and without being induced there- to by fear or threats of, or ill usage by her husband, or fear of his displeasure?" Acknowledges and declares that she doth make her acknowledgment of the same willingly and freely, and without being induced thereto by fear or threats of, or ill usage by her husband, or fear of his displeasure. Taken and certified the day and year above written.

G. H.

NOTE....By the act of 1797, ch. 103, sec. 3.—Where any person or persons competent to receive the acknowledgments of deeds, shall certify, by indorsement on said deed, that the donor, grantor, or bargainor, in any deed mentioned, acknowledged the lands and tenements, or other property in the same, to be the right or estate of the donee, &c. or shall certify by endorsement, *any acknowledgment tantamount thereto*, or shall endorse on any deed, *any certificate, in any words declaratory of*, the intention of the grantor, &c. to pass and convey the property therein mentioned to the donee, &c. such acknowledgment shall be as good and available in law against all persons whatever, as if the persons receiving such, shall certify that the donor, &c. had expressly acknowledged the said instrument, to be his, her, or their act and deed; but nothing herein contained, shall alter or change the mode prescribed of taking the acknowledgments of *feme covert*s and *feme covert* grantors.



An acknowledgment of a deed, without relinquishment of dower.

STATE OF MARYLAND, ——— County, sc.

BE it remembered, that on this ——— day of ——— in the year of our Lord one thousand ———, personally appears A. B. party grantor, mentioned in the within deed or instrument of writing, before me the subscriber (*as in the preceding acknowledgment as the case may be,*) and acknowledges the said deed or instrument of writing, to be his act and deed, and the land and premises therein mentioned, and thereby bargained and sold, to be the right and estate of

C. D. party grantee, also therein mentioned, his heirs and assigns forever, according to the purport, true intent and meaning of the said deed or instrument of writing, and the acts of assembly in such case made and provided.

Taken and certified by G. H.



An acknowledgment of a deed taken in open court.

STATE OF MARYLAND, ——— County, to wit:

Be it remembered, that on this ——— day of ———, in the year of our Lord, one thousand ———, A. B. party grantor, mentioned in the foregoing deed or instrument of writing, personally appears before the chief justice and associate justices of ——— county court, in court judicially sitting, and now here in open court before the said *justices*, acknowledges the said foregoing deed or instrument of writing, to be his act and deed, and the land and premises therein mentioned, and thereby granted and sold, to be the right and estate of C. D. party grantee; also therein mentioned, his heirs and assigns forever, according to the purport, true intent and meaning of the said deed or instrument of writing.

In testimony, &c.



An acknowledgment of a deed by attorney, in virtue of a letter of attorney.

STATE OF MARYLAND, ——— County, sc.

BE it remembered, that on this ——— day of ———, in the year of our Lord, one thousand ——— before *me* the subscriber, *chief justice of ——— judicial district in the state aforesaid, which district is composed of the counties of ———*, personally appear I. K. and L. M. named in the annexed and foregoing power of attorney (the execution whereof hath been duly proved before me) and by virtue and in pursuance of the authority thereby given, do acknowledge the annexed deed or instrument of writing to be the respective act and deed of A. B. and C. P. parties therein named, according to the true intent and meaning thereof, and of the act of assembly in such case made and provided.

Acknowledged before W. C.

An acknowledgment of a deed by an attorney, in virtue of a letter of attorney contained in the deed.

STATE OF MARYLAND, ——— County, sc.

BE it remembered, that on this ——— day of &c. (as above) G. D. of ——— named in the power of attorney, contained in the foregoing indenture, (the execution whereof hath been duly proved before me) and by virtue of the said power of attorney contained in the said indenture, acknowledges the said indenture for and in the name of, and as the act and deed of, the above and therein named I. G. in order that the same may be recorded according to law.



An acknowledgment of a deed by a feme covert, non-resident of the state, but a resident of the United States, or Great-Britain, Ireland, or within any province or colony within his majesty's dominions, under the acts 1752, ch. 8. sec. 2.— Nov. 1766, ch. 14, sec. 6.

—————, Sc.

BE it remembered, that on this ——— day of ———, in the year of our Lord ———, personally appears M. K. wife of I. K. the party grantor within mentioned, before me the subscriber, mayor of ——— (*or, one of the justices of the supreme or provincial court of ———, or, governor, or, chief officer of ———,*) and acknowledges the within deed or instrument of writing to be her act and deed, and the lands and premises therein mentioned, to be the right and estate of the within named C. D. his heirs and assigns; and the said M. K. being by me privately examined apart from and out of the hearing of her husband, "whether she doth make her acknowledgment of the same willingly and freely, and without being induced thereto by fear or threats of, or ill usage by, her husband, or fear of his displeasure?" acknowledges and declares that she doth make her acknowledgment of the same willingly and freely, and without being induced thereto by fear or threats of, or ill usage by, her husband, or fear of his displeasure.

In testimony whereof, I hereunto subscribe my name and affix my seal, &c. *the day and year above written.*

AFFIDAVITS.

Affidavits requisite to found arrests upon, and to hold to bail, &c.

_____ County, sc.

BE it remembered, that on this _____ day of _____, in the year of our Lord, one thousand, &c. personally appears P. P. of _____ county aforesaid, before the subscriber, one of the justices of the peace of the state of Maryland, for _____ county, aforesaid, and maketh oath, and saith, that D. D. of _____ county, is justly indebted unto this deponent, in the sum of _____ current money.

For the work and labour of this deponent, done and performed for the said D. D. and for materials found and provided at his request.

For goods sold and delivered at his request.

For money lent and advanced at his request.

For money by this deponent laid out, expended and paid, for the said D. D. at his request.

For money by this said D. D. had and received to and for the use of this deponent.

On an account stated between this deponent and the said D. D.

For the work and labour of this deponent, done and performed by himself and his servants, for the said D. D. with his horses, carts, and other carriages, at his request.

For the hire of divers horses, mares and geldings, of this deponent, let to the said D. D. and at his request.

For the work and labour of this deponent as a surgeon, by him done and performed, in and about the healing and curing of the said D. D. of divers wounds, and also for divers medicines, potions and plasters, by this deponent found and provided, for the said D. D. and at his request.

For divers medicines and other things found and provided, administered and applied, to the said D. D. by this deponent as an apothecary, and to divers of the family of the said D. D. and at his request.

For feeding and depasturing of divers cattle of the said D. D. at his request, for the space of _____ weeks now elapsed.

For the use and occupation of a certain messuage and divers acres of land, with the appurtenances, situate and lying in _____ county aforesaid, for one year, now elapsed.

For the use and occupation of a certain messuage, with the appurtenances, situate and lying in the county aforesaid, held by the said D. D. of this deponent for the space of one year now elapsed.

For the use and occupation of certain rooms and apartments in a certain house of this deponent, situate, &c. held and enjoyed by the said D. D. for the space of half a year now elapsed.

For certain arrears of rent, due and owing from the said D. D. to this deponent, for the use and occupation of a certain messuage or tenement, with the appurtenances, situate and being, &c. demised by this deponent, by indenture of lease to the said D. D.

For a gelding sold and delivered by this deponent to the said D. D. at his request.

For meat, drink, washing, lodging and other necessities, by this deponent found and provided for the said D. D. *and his family*, at his request.

As the drawer of a promissory note, payable to this deponent or order, at a certain day now past, (*or on demand.*)

As the drawer of a promissory note, payable to one I. K. or order, at a certain day now past, and by him endorsed to this deponent.

As the endorser of a promissory note drawn by a certain I. K. payable to the said D. D. or order, at a certain day now past, and by the said D. D. endorsed to this deponent.

As the drawer of a promissory note, payable to this deponent, or order, for ——— dollars, at a certain day now past.

As acceptor of a bill of exchange, drawn by a certain I. K. payable to this deponent, or order, at a certain day now past.

As drawer of a bill of exchange, drawn upon a certain I. K. payable to one L. M. or order, on demand, and by the said L. M. endorsed to this deponent.

For principal and interest due on a bond bearing date the ——— day of ——— last past, entered into by the said D. D. to this deponent, in the penal sum of ———, conditioned for the payment of ———, and legal interest for the same.

For the work and labour of this deponent by him done for the said D. D. and for materials found therein, and for divers goods by this deponent sold and delivered to the said D. D. and also for money by this deponent laid out, expended and paid, for the said D. D. and for money lent and advanced by this deponent to the said D. D. at his request, and also for money by the said D. D. had and received to the use of this deponent.

Which the said D. D. promised to pay this deponent, upon an exchange lately made between the said D. D. and this deponent, of a certain mare of the said deponent, for a certain horse of the said D. D.

Affidavit for the continuance of a cause in court.

P. P. plaintiff, } Action on the case in ——— county
 vs. } court. ——— term, 1805.
 D. D. defendant. }

D. D. of ———, the defendant in this cause, maketh oath and saith, that he cannot, with safety and justice to himself, proceed to the trial of the above cause at this term, for the want of testimony material, competent and proper,* in the said suit. And this deponent further saith, that E. F. late of ———, is a material, competent and proper witness for him this deponent, in the said cause, as he is advised and believes to be true, and that he cannot safely proceed to the trial thereof, without the testimony of him, the said E. F. that he expects to prove by the testimony of the said E. F. that, &c. &c. And this deponent further saith, that he hath endeavoured to find the said E. F. out; that he hath been to the house of the said E. F. and was informed that he was gone to ——— in the county of ———, and that he, this deponent, hath sent there for the purpose of subpoenaing him, but that the said E. F. is gone from there, as this deponent hath heard, and verily believes to be true; and that he, this deponent, cannot get any information where the said E. F. is, but is informed that he will be at home in, &c. and that he, this deponent, hopes and expects to be able to procure the presence of the said E. F. at the next term.

Sworn to in open court, this ——— day of ———.

O. H. W. clk.



Affidavit for the continuance of a cause in court.

P. P. }
 vs. } Action on the case in the ——— court.
 D. D. }

D. D. maketh oath on the holy evangely of almighty God, that he cannot with safety and justice to himself, proceed to the trial of the above cause at this term for the want of evidence material, competent and proper, in the said suit; that A. B. of ———, is a material, competent and proper witness for him in the said suit, by whom he expects to prove, &c. that he hath used his proper and reasonable endeavors to procure the attendance of the said A. B. and that he verily believes that the said cause cannot be tried with justice to himself, without the evidence of the said A. B. and that he has a reasonable expectation and belief that the same can be had at the next term. See Nov. 1787, ch. 9, sec. 2.

* November session, 1787, ch. 9, sec. 2. Burr. 1514.

Affidavit for a commission.

AS above.—That he cannot proceed, &c. for the want of material and competent witnesses in the said cause, residing or living out of the state, to wit: A. B. of ——. See November 1773, ch. 7, sec. 7.



Affidavit of executing letter of attorney.

STATE OF MARYLAND, ——— county, sc.

BE it remembered, that on this ——— day of ——— &c. I. K. of ———, maketh oath, before me the subscriber, *one of the judges*, &c. and saith, that he, this deponent did, on the ——— day of &c. see the above named L. M. sign, seal, and as his act and deed deliver, the letter of attorney hereunto annexed; and this deponent further saith, that the name L. M. set and subscribed to the said letter of attorney, is the proper hand writing of the said L. M. and the names of this deponent, and N. O. set and subscribed to the said letter of attorney as witnesses of the due execution thereof, are of the respective proper hands writing of this deponent and of the said N. O.

Sworn before W. C.

10 Went. 231.



Affidavit of demand and refusal to pay costs, for not going to trial, &c.

STATE OF MARYLAND, ——— County, sc.

BE it remembered, that on this ——— day of ———, D. D. of ———, above (*or within*) named *defendant*, maketh oath before me the subscriber, one of the judges, &c. and saith that he did, on the ——— day of ———, personally serve P. P. the above (*or within*) named *plaintiff* at his house of residence in ——— county, with a true copy of the rule of court, and the taxation of costs thereon, hereunto annexed, and at the same time shewed him the said original rule and taxation; and that he, this deponent, did, at the same time, demand of him the costs taxed on the said rule, but that the said P. P. the said *plaintiff*, did not then, or at any time since, pay the same to this deponent, and the same now remains unpaid to this deponent.

Sworn before A. O.

ber, one of the said state's justices of the peace, in and for the county aforesaid, and maketh oath on the holy evangely of almighty God, that he caused a copy of an award, made under a rule of the — court, in a cause in the said court depending between him the said P. P. plaintiff and D. D. defendant, to be delivered to L. M. esquire, the attorney for the said D. in the said cause, on the — day of — last. Sworn to before I. P.



Affidavit of the service of a copy of a decree.

STATE OF MARYLAND, — County, sc.

BE it remembered, that on this — day of —, in the year of our Lord, one thousand &c. personally appears C. P. before me the subscriber, one of the associate justices of the county court of — aforesaid, and maketh oath on the holy evangely of almighty God, that he* personally served D. D. at his house of residence in — county, aforesaid, with an attested copy, under seal of a decree of the court of chancery, in a cause in the said court before them depending, between the said C. P. complainant, and the said D. D. defendant, and the said D. D. refused (*or neglected, or delayed*) to obey, fulfil and perform the same; and that the said decree is still unfulfilled to the said P. Sworn before I. K.



Affidavit to hold defendant to bail in an action of detinue or trover.†

STATE OF MARYLAND, — County, sc.

BE it remembered, that on this — day of —, in the year of our Lord, one thousand &c. personally appears P. P. of — county aforesaid, before the subscriber, one of the said state's justices of the peace, in and for the county aforesaid, and maketh oath and saith (*if in detinue*) that D. D. of — county aforesaid, holds and unjustly detains, from him the said P. P. a certain writing obligatory, in which said writing is contained, that a certain I. K. on the — day of —, &c. was held and firmly bound unto the said P. P. in the sum of &c. conditioned for the payment

* *Or thus*, that he left an attested copy, under seal of a decree of the court of chancery, in a cause in the said court before them depending, between the said C. P. complainant, and the said D. D. defendant, at the dwelling house of the said D. D. in — county aforesaid, (*or at the last place of abode of the said D. D.*) and that the said D. D. could not, (*or would not*) be found, so as to be served personally with the same.

† A& of October, 1753, ch. 17. The court may award special bail in actions of detinue and trover, or in default thereof, commit the defendant.

of the sum of —, &c. with interest thereon, &c. (*or thus*) that D. D. holds, and unjustly detains, from this deponent, a certain *indenture of lease*, bearing date the — day of —, made between C. D. of &c. of the one part, &c. and A. B. of &c. of the other part, and which said indenture is of the value of — and upwards, to this deponent; (*if in trover*) that D. D. hath in his possession a certain promissory note of hand of this deponent's, bearing date the — day of —, whereby one A. B. six months after the date thereof, promised to pay to this deponent or order, the sum of — for value received, and which said promissory note the said D. hath unlawfully converted to his own use; (*or thus*) that D. D. hath possessed himself of divers goods belonging to the said P. of the value of — and hath refused to deliver them up, and that he hath converted and disposed of them to his own use; (*or thus*) that D. D. now hath, or lately had in his possession, divers goods and chattels of this deponent's, of the value of — which he hath unlawfully converted to his own use.

Sworn before I. S.



Affidavit to hold the defendant to bail in an action of trespass.

STATE OF MARYLAND, — County, sc.

BE it remembered, that on this — day of — in the year of our Lord, &c. personally appears R. G. before me the subscriber, one of the said state's justices of the peace, in and for the county aforesaid, and being sworn on the holy evangely of almighty God, deposeth and saith, that on or about the — day of — &c. at the county aforesaid, a certain N. B. of said county, came to the dwelling house of him this deponent, and then and there forcibly, and against the will of him this — deponent, and against the peace, &c. took from this deponent, a certain negro man called —, the property of this deponent, and the said negro, so taken, he the said N. B. carried away, and him compelled to depart from the service of this deponent, so that the said deponent hath never since been able to recover or take possession of his said negro —, in consequence thereof; and the said deponent further saith, to the best of his knowledge and belief, the said negro — was at the time he was so taken and carried away by the said N. B. well worth the sum of — current money.

Sworn to before me, I. S.

Affidavit to authorise a writ of replevin, where property is taken by a collector to pay taxes; where nothing, or a very small sum is due, &c.—See the acts of 1785, ch. 34, and 1790, ch. 53.

_____ County, sc.

BE it remembered, that on this _____ day of _____, in the year &c. personally appears P. P. before the subscriber, one of the justices of the peace of the state of Maryland, for _____ county aforesaid, and being sworn on the holy evangely of almighty God, deposeth and saith, that D. D. collector of the tax for the county aforesaid, hath taken in execution for public taxes, the property of the said P. P. to wit: (*here insert the property taken*) and which said property has been advertised by the said D. D. that the same will be sold on &c. unless the sum of _____, the said tax claimed to be due from the said P. P. is then paid to the said D. D. and the said P. P. further maketh oath, that he hath fully paid to the said D. D. the whole amount of taxes ever due from him, as will appear by the receipt of the said D. D. dated the _____ day of _____ now produced.

Sworn before I. S.



The warrant directing the above replevin to issue, &c.

_____ County, sc.

WHEREAS P. P. on the _____ day of _____ &c. personally appeared before me &c. (*reciting the substance of the affidavit;*) Therefore, these are to authorise and require you to issue the writ of the state of Maryland of replevin, directed to the sheriff of _____ county, aforesaid, thereby commanding the said sheriff to replevy and deliver to the said P. P. the said (*property*) taken and unjustly detained by the said D. D. &c.* upon the said P. P. complying with the other requisites required by law.

Given under my hand and seal, this _____ day of _____ in the year of our Lord _____ &c. I. S.

To C. H. W. esquire, clerk of _____ county.

* If part of the tax should be due, the justice should insert here as follows: "Provided the said P. P. shall lodge with you the sum of _____ so due by the said P. P. for the said taxes, before your issuing the said writ of replevin."

Affidavit that the property about to be replevied, was not taken for taxes, &c.—See the act of 1785, ch. 34.

_____ County, sc.

BE it remembered, that on this _____ day of _____ in the year of our Lord, &c. personally appears P. P. before me the subscriber, one of the justices of the peace of the state of Maryland for _____ county aforesaid, and makes oath on the holy evangely of almighty God, that the property, for the delivery of which he demands a writ of replevin to be issued out of _____ county court, hath not been distrained or taken in execution, on account of any public dues or taxes.

Sworn before A. O.



Affidavit of waste, committed on granting an injunction.

P. P. plaintiff,
and
D. D. defendant. } Action, &c.

P. P. the plaintiff in the above cause, maketh oath, that D. D. the defendant, on the _____ day of _____ &c. last past, did pull down and destroy part of the house and out houses, at &c. to which the said P. P. hath lawful title, and for which he is now suing the said defendant; and that the said D. D. did also fell and cut down several timber trees upon the lands belonging to the same; and continues to commit other waste and spoil in and upon the estate of the said P. P. aforesaid, to the great damage of him, this deponent.

Sworn to in open court by the said P. P. this _____ day of &c.
O. H. W.

OF ARTICLES OF AGREEMENT OR CONTRACTS.

AN AGREEMENT or contract, according to the common law definition of it, is an agreement between two or more, concerning something to be done, whereby both parties are bound to each other, or one is bound to the other; but by the writers upon general law, it is defined to be the consent of two or more per-

sons in the same thing, given with the intention of constituting, or dissolving lawfully some obligation. Perhaps the following description will be deemed more simple than either. "A contract is a transaction in which each party comes under an obligation to the other, and each, reciprocally, acquires a right to what is promised by the other."

-It is evident that, under these definitions of a contract, every feoffment, gift, grant, lease, loan, pledge, bargain, covenant, agreement, promise, &c. may be included: for in all these transactions, there is a mutual consent of the minds of the parties concerned in them, upon agreement between them, respecting some property or right that is the object of stipulation.

The ingredients requisite to form a contract are first, parties. Secondly, consent. Thirdly, an obligation to be constituted or dissolved,

That these things must coincide, is evident from the very nature and essence of a contract: for the regular effect of all contracts being on one side to acquire, and on the other, to part with or alien some property, or to abridge and restrain natural liberty, by binding the parties or one of them, to do, or restraining them or one of them from doing, something which before he might have done or omitted doing, at his pleasure, it is necessary that the party to be bound, shall have given his free assent to what is imposed upon him.

Powell on Contracts.

All agreements must be according to the subject matter, and be governed by the party's intentions, not to work a wrong.

2 Mod. Rep. 80.

There must be a good consideration, or one thing given for another, which is called *quid pro quo*; and if there is not one thing for another, or some consideration, it is a nude contract, or void in law.

An agreement without satisfaction, is as nothing; and a forced agreement of the party, is accounted no agreement.

Sum. Laws Eng.

Some agreements, though ever so expressly made, are deemed of so important a nature, that they ought not to rest in verbal promise only, which cannot be proved but by the memory (which sometimes will induce the perjury) of witnesses. To prevent which, the statute of frauds and perjuries, 29th Charles 2d, ch. 3, enacts, that in the five following cases, no verbal promise shall be sufficient to ground an action upon; but at the least, some note or memorandum of it shall be made in writing, and signed by the party to be charged therewith: 1st. Where an executor or administrator promises to answer damages out of his own estate. 2d. Where a man undertakes to answer for the debt, default or miscarriage of another. 3d. Where any agreement is made, upon consideration of marriage. 4th. Where any contract or sale is made of lands, tenements or hereditaments, or any interest therein. 5th. And

lastly, where there is any agreement that is not to be performed within a year from the making thereof. In all these cases, a mere verbal promise or assumpsit, is void. § Bl. Com. 159,



Articles of agreement.—A general form.

ARTICLES of agreement, made and concluded, this — day of —, in the year of our Lord, one thousand &c. by and between A. B. of —, of the one part, and C. D. of —, of the other part, witnesseth, that the said A. B. for the consideration hereafter mentioned, hath agreed, and doth hereby covenant and agree, that —

And the said C. D. on his part, doth hereby covenant and agree, that —

To the true and faithful performance of the several covenants and agreements aforesaid, the parties aforesaid, do hereby respectively bind themselves and their respective heirs, executors and administrators, each to the other, his executors and administrators, in the sum of — current money.

In testimony whereof, they have hereunto *interchangeably** set their hands and seals, the day and year first within written.

Signed, sealed and delivered }
in the presence of us, }
I. K.
L. M.

A. B. { SEAL }
C. D. { SEAL }



Articles for the sale of an estate, with a penal clause for performance of covenants.

ARTICLES of agreement, made and concluded this — day of —, in the year of our Lord &c. by and between A. B. of &c. of the one part, and C. D. of &c. of the other part, as followeth:

First, the said A. B. in consideration of the sum of £. 500 of lawful money of Maryland, to be paid as is herein after mentioned and agreed, doth covenant and agree with the said C. D. that he, the said A. B. shall, on or before the — day of &c. next ensuing, by a good and sufficient deed or instrument of writing, to be by him the said A. B. at his own cost and charge duly made and executed, according to law, grant, convey and confirm unto him

* When this word is inserted, it shews that there ought to be two draughts executed, viz. one for each party.

the said C. D. his heirs and assigns. (Here describe the premises sold.)

And the said C. D. for himself, his heirs, executors and administrators, doth covenant, promise and grant, he, the said C. D. shall and will, on executing the said, to and with the said A. B. his heirs and assigns, that conveyance, pay or cause to be paid to the said A. B. his heirs or assigns, the said sum of £. 500, as and for the purchase money, for the said messuage and premises above mentioned.

And it is further agreed, by and between the said parties to these presents, that the said C. D. his heirs and assigns, shall and may, on or before the — day of &c. next, enter into and upon the said messuage and premises, and from thence receive and take the rents, issues and profits thereof, to his and their own use and benefit.

And lastly, for the due performance of the several covenants and agreements aforesaid, the parties aforesaid do hereby respectively bind themselves, their heirs, executors and administrators, each to the other, his executors, administrators and assigns, in the penal sum of £. 1000 current money. And in testimony whereof, they have hereunto interchangeably set their hands and seals, the day and year above written.

Signed, sealed and delivered }
in the presence of us. }

A. B. { * ~ ~ ~ *
SEAL }
* ~ ~ ~ *

C. D. { * ~ ~ ~ *
SEAL }
* ~ ~ ~ *



Articles of agreement between an attorney and his clerk.

ARTICLES of agreement, made and concluded this — day of —, in the year of our Lord, one thousand &c. by and between A. B. of &c. of the one part, and C. D. of &c. of the other part.

Whereas the said C. D. hath placed his son N. D. with the said A. B. as a clerk, with him to dwell for the space of *five* years from the — day of — (*or from the date hereof, as the case may be*) and hath paid with him the sum of £. 100. It is therefore covenanted and agreed in manner following, viz. The said C. D. doth covenant to and with the said A. B. that the said N. D. shall faithfully serve him the said A. B. as his clerk for the aforesaid term of — years, without embezzling, purloining or mispending any of the estate, monies, writings or chattels, of him the said A. B. which shall at any time be received by the said N. D. or committed to his care or charge: And that he shall not, during said

term, absent himself from his said master's service without his consent, or directly or indirectly disclose or make known any secrets, either of his said master or of his clients, to their or either of their prejudice; but shall in all things behave himself as a true and faithful servant or clerk ought to do.

And the said C. D. doth likewise covenant with the said A. B. that he will find and provide for the said N. D. during the said term, all necessary and suitable apparel.

And the said A. B. on his part, for the consideration aforesaid, doth covenant with the said C. D. that he will, during the said term, in the best manner he can, inform and instruct the said N. D. in the profession of the law and practice of an attorney of the — court &c. and that he will, during the said term, find and provide for the said N. D. good and sufficient meat, drink and lodging; and allow him — a year for washing his linen, and pay him the sum of — a year, towards the expence of finding himself with clothes.

And it is further covenanted and agreed by and between the parties aforesaid, that in case the said A. B. or the said N. D. shall happen to die within one year next coming, the said A. B. his heirs, executors or administrators, shall then repay to the said C. D. the sum of £. 80. And if either of them shall die after one year, and before the end of two years next coming, then he or they shall repay the sum of £. 60. Or if either of them shall die after the end of two years and before the end of three years, then he or they shall repay £. 40. In witness &c.

Signed, &c.



Articles for the rebuilding of mills.

ARTICLES of agreement, made and concluded, this — day of &c. in the year of our Lord, one thousand — by and between E. B. of &c. C. D. of &c. and E. F. of &c. of the one part, and G. H. of &c. of the other part.

First. The said G. H. for the considerations hereinafter mentioned and expressed, doth covenant, promise and agree, to and with the said E. B. C. D. and E. F. and each and every of them, their, each and every of their executors, administrators and assigns, that he, the said G. H. shall on or before &c. next ensuing the day of the date of these presents, repair and go to &c. and there in a good and workmanlike manner, according to the best of his art and skill, by and with the directions of the said E. B. C. D. and E. F. or the one of them, well and sufficiently rebuild, or cause to be rebuilt, the mills of &c. with such materials and workmen to be employed under him, as they the said E. B. C. D. and E. F. or any of them, their or any of their executors, administrators or assigns, shall then appoint and provide for the same. In

consideration whereof, and as an encouragement to the said G. H. to be diligent and faithful in the undertaking aforesaid, they the said E. B. C. D. and E. F. do hereby for themselves, their and every of their heirs, executors and administrators, covenant, promise and agree, to and with the said G. H. well and truly to pay or cause to be paid to the said G. H. his executors, administrators or assigns, for all such time as he shall be employed by them the said E. B. C. D. and E. F. or any of them in rebuilding the mills aforesaid, weekly and every week, the wages of — a week, and so in proportion for a less time than a week, to be paid to him the said G. H. by the said E. B. C. D. and E. F. some or one of them, at &c. And also that they the said E. B. C. D. and E. F. some or one of them, as a further encouragement to the said G. H. shall and will pay or cause to be paid, to him the said G. H. over and above the wages aforesaid, the sum of *ten* pounds, lawful money of — in manner following, (that is to say) five pounds, one half thereof, to be paid him down in hand, and the other five pounds to be paid on the finishing of the rebuilding of the mills aforesaid, to the satisfaction and good liking of them the said E. B. C. D. and E. F. their executors, administrators or assigns, or any of them. And lastly, the said G. H. doth covenant, promise and agree, to and with the said E. B. C. D. and E. F. their executors, administrators and assigns, and every of them by these presents, that he the said G. H. shall not absent or depart from the work and rebuilding aforesaid, without leave in — writing, first had and obtained from the said E. B. C. D. and E. F. some or one of them, for the doing thereof, on pain of forfeiture for every day of such absence, the sum of five shillings, to be stopped and deducted by the said E. B. C. D. and E. F. some or one of them their, some or one of their executors, administrators or assigns, out of the wages aforesaid. In witness &c.

Signed, &c.



Articles of agreement made between a trading person in the country, and his factor in town.

ARTICLES of agreement, made and concluded this — day of —, in the year of our Lord, &c. by and between A. B. of &c. of the one part, and C. D. of &c. merchant, of the other part, as followeth, viz. Whereas the said A. B. hath contracted and agreed with the said C. D. to employ him as a factor in B. for vending, selling and uttering of, &c. and all such other wares and merchandises as he, the said A. B. shall consign and send to, unto the said C. D. at his now dwelling house, situate in &c. for and during the space of — years, to commence from the day of the date of these presents. It is therefore covenanted and agreed, by

and between the said parties to these presents, in manner following (that is to say) *Imprimis*, that he, the said C. D. shall and will receive and take into his custody, charge and trust, all such wares and merchandises, as he the said A. B. shall send and consign to him the said C. D. and also shall and will, according to the best of his skill and knowledge, vend and sell the same for the best profit and advantage of the said A. B. for and during the term of ——— years. *Item*. That he, the said C. D. shall keep or cause to be kept, true and perfect books of account, in writing, of all such wares and merchandises, as the said A. B. shall from time to time, during the said term, consign unto him, the said C. D. and which shall come into his charge and custody, and shall endeavour to sell the same, to men of substance, at the best prices that can be gotten, and the soonest days of payment. And when they shall be vended by the said C. D. he shall enter in his said books of account to whom sold, and at what rates, and shall also make true payment and delivery unto the said A. B. his executors, administrators or assigns, of all such monies, specialties, and other things as shall come to his hands, and be received by him for the said wares and merchandises, once a year during the said term, when accounts are to be settled; and at the end and expiration of the said term, shall deliver up all such merchandises, as shall remain unsold in his hands and possession. *Item*. That the said C. D. shall not, during the said term of ——— years, deal or trade as a factor for any other person or persons, besides the said A. B. in the business of &c. or the buying or selling of &c. or any other wares or merchandises, consigned to him by the said A. B. And lastly, the said A. B. in consideration of the trouble in the management of the said factorship, doth covenant and agree for himself, his executors and administrators, to pay unto the said C. D. his executors or administrators, the sum of &c. per annum.

In witness &c.



Articles between a merchant and his apprentice.

ARTICLES of agreement, made and concluded, this ——— day of ———, in the year of our Lord &c. by and between A. B. of &c. of the one part, and C. D. son of E. D. of &c. and the said E. D. of the other part, in manner following, (that is to say) Whereas the said A. B. the day of the date of these presents, in consideration of the affection which he hath and beareth to, *or in other cases say*, in consideration of the confidence he the said A. B. hath in the said C. D. hath agreed, and doth hereby agree to take the said C. D. to be his apprentice or servant; in merchandising affairs; and to employ him therein; as well in parts beyond the seas, as in the state of ———, where the said A. B. shall or may hereafter, or now hath tradings and dealings, for the space of ——— years, to

commence from &c. And thereupon the said E. D. father of the said C. D. doth covenant and agree to and with the said A. B. his executors, administrators and assigns, in manner following, (that is to say)

First, That the said C. D. his son, shall, during the said term of ——— years, (if he so long live) diligently and faithfully, to the utmost of his power and skill, serve him the said A. B. in his trade of merchandising, and other his lawful affairs, in such place or places, as he the said A. B. shall think fit to appoint: And that he, the said C. D. at all times hereafter, during the said term, shall receive and take into his charge and custody, all such goods, wares and merchandises whatsoever, as by or for the use or account of the said A. B. shall be consigned or sent to him the said C. D. or which he shall any way be entrusted with: And also sell, utter and dispose of the same goods, wares and merchandises, to the best profit and advantage he can, for the said A. B. his executors, administrators and assigns: And shall also, during the said term, duly follow and perform the advice, directions and orders of him the said A. B. which shall by letter or otherwise be sent, given, or made known to him the said C. D. about or concerning the merchandising and business aforesaid: And that he the said C. D. shall, at the proper costs and charges of the said A. B. his executors or administrators, provide and keep in good and due order, the books of accounts concerning his said employment as aforesaid, according to the custom of merchants, in such cases: And shall deal justly and faithfully to and with the said A. B. his executors, administrators and assigns, in all and every his accounts, reckonings, bargains and dealings, relating to his said employment: And shall constantly, once in six months, during the term aforesaid, transmit and give in to the said A. B. his executors, administrators or assigns, true accounts of all the business and dealings of him the said C. D. in the premises: And shall also send letters of advice to the said A. B. when abroad, of all occurrences wherewith it shall be proper the said A. B. should be acquainted.

And it is further agreed, that the said C. D. shall from time to time, upon reasonable request, shew and produce all his books of accounts concerning his dealings aforesaid, and make and give unto the said A. B. his executors, administrators or assigns, a just, true and faithful account in writing, of, for, and concerning all and every such goods, wares, money, debts and merchandises whatsoever, as well of the said A. B. for his own proper use, as jointly with any other person or persons, which shall hereafter come to the hands or charge of him the said C. D. or for which the said C. D. should or ought to be accountable unto the said A. B. his executors, administrators or assigns: And likewise that he, the said C. D. shall within one month next after such account made and given in, well and truly pay and deliver to the said A. B. his executors, administrators or assigns, all and every such

wares, money, goods, debts, merchandises and other things whatsoever, as by or upon the foot of the said final account, shall appear and be found due and belonging to him, the said A. B. his executors, administrators or assigns, by or from the said C. D.

Signed, &c.

In witness &c.



Articles of co-partnership for carrying on a joint trade.

ARTICLES of agreement, made and concluded this — day of —, in the year of our Lord, &c. between H. I. of &c. of the one part, and P. M. of &c. of the other part.

First, The said H. I. and P. M. have joined, and by these presents do join themselves, to be co-partners together in the art or trade of —, and in all things thereto belonging, and also in buying, selling, vending and retailing of all sorts of wares, goods and commodities, belonging to the said trade of — which said co-partnership is to continue from the — day of — for and during, and unto the full end and term of — from thence next ensuing, and fully to be complete and ended. And to that end and purpose, he the said H. I. hath, the day of the date of these presents, delivered in as stock, the sum of —, and the said P. M. the sum of — to be used, laid out and employed in common between them, for the management of the said trade of —, to their utmost benefit and advantage. And it is agreed between the said parties to these presents, and the said co-partners each for himself respectively, and for his own particular part, and for his executors and administrators, doth severally, and not jointly, covenant, promise and agree to and with the other partner, his executors and administrators by these presents, in manner and form following: (that is to say) that they the said co-partners shall not, nor will at any time hereafter, use, exercise or follow the trade of — aforesaid, or any other trade whatsoever during the said term, to their private benefit or advantage; but shall and will from time to time, and at all times during the said term, (if they shall so long live) do their and each of their best endeavors, in and by all means possible, to the utmost of their skill, power and cunning, for their joint interest, profit, benefit and advantage, and truly employ, buy, sell and merchandise, with the stock aforesaid, and the increase thereof in the trade of — aforesaid, without any sinister intentions or fraudulent endeavors whatsoever: And also, that the said co-partners shall and will, from time to time, and at all times hereafter, during the said term, pay, bear and discharge equally between them, the rent of the shops which they shall rent or hire for the joint exercising or managing the trade aforesaid: And that all such gain, profit and increase, that

shall come, grow or arise, for or by reason of the said trade and joint occupying as aforesaid, shall be from time to time, during the said term, equally and proportionably divided between them, share and share alike : And also, that all such loss as shall happen in the said joint trade, by bad debts, ill commodities or otherwise, without fraud or covin, shall be paid and borne equally and proportionably between them. And further it is agreed by and between the said co-partners, parties to these presents, that there shall be had and kept, from time to time, and at all times during the said term, and joint occupying and co-partnership together, as aforesaid, perfect, just and true books of account, wherein each of the said co-partners shall duly enter and set down, as well all money by them received, paid, expended and laid out, in and about the management of the said trade ; as also all wares, goods, commodities and merchandises, by them or either of them, bought and sold, by reason or means, or upon account of the said co-partnership, and all other matters and things whatsoever, to the said joint trade, and the management thereof, in any wise belonging or appertaining, which said books shall be used in common, between said co-partners, so that either of them may have free access thereto, without any interruption of the other : And also that they the said co-partners once in three months, or oftner if need shall require, upon the reasonable request of one of them, shall make, yield and render each to the other, or to the executors or administrators of each other, a true, just and perfect account of all profits and increase by them or either of them made, and of all losses by them or either of them sustained, and also of all payments, receipts, disbursements, and all other things whatsoever, by them made, received, disbursed, acted, done or suffered, in their said co-partnership, and jointly occupying as aforesaid ; and the same account so made, shall and will clear, adjust, pay and deliver, each unto the other, at the time of making such account, then equal shares of the profits so made as aforesaid. And at the end of the said term of ——— or other sooner determination of these presents (be it by the death of one of the said partners or otherwise) they the said co-partners, each to the other, or in case of the death of either of them, the surviving party to the executors or administrators of the party deceased, shall and will make a true, just and final account of all things as aforesaid, and divide the profits aforesaid, and in all things well and truly adjust the same ; and that also upon the making of such final account, all and every the stock and stocks, as well as the gain and increase thereof, which shall appear to be remaining, whether consisting of money, wares, debts, &c. shall be equally parted and divided between them the said co-partners, their executors or administrators, share and share alike. In witness &c.

Signed, &c.

A separation of co-partnership.

THIS INDENTURE, made this — day of —, in the year of our Lord, one thousand —, between L. M. of &c. of the one part, and O. P. of &c. of the other part, witnesseth, that whereas the said L. M. and O. P. have for some time been co-partners together in the trade of &c. and by reason of the said joint trade and dealing, divers debts are become due and owing unto them, and also they are indebted and stand engaged in divers sums of money to others. And whereas the said L. M. and O. P. for divers good causes, them thereto moving, have concluded and agreed, that for the consideration hereinafter expressed, all the debts and sums of money which are due and owing unto them the said L. M. and O. P. jointly shall be assigned unto the said O. P. And the said O. P. hath agreed and undertaken to pay and discharge all debts and sums of money, which they the said L. M. and O. P. do jointly owe to any person or persons, for or by reason of their joint trade or co-partnership. Now this indenture witnesseth, that the said L. M. for the consideration hereinafter mentioned, hath granted, assigned, and set over, and by these presents, doth grant, assign and set over, unto the said O. P. his executors, administrators and assigns, all and singular, such debts and sums of money as are owing to him the said L. M. severally or jointly, with the said O. P. for or concerning their joint trade aforesaid, (*here may be added*, and goods, wares and merchandises remaining unsold) and all his right, title, interest, property, claim and demand whatsoever, in and to the said debts, or any of them: And also, all and singular bills, bonds, specialties and writings whatsoever, for and concerning the said debts, and the late co-partnership between them: All which debts are mentioned and expressed in a certain schedule hereunto annexed. To have, hold and enjoy all and every the said debts, specialties and writings, unto the said O. P. his executors, administrators and assigns, to his and their own proper use and behoof, without any manner of account therefor, to be given to him the said L. M. his executors, administrators or assigns, and the said L. M. doth by these presents, give and grant the said O. P. his executors, administrators and assigns, full power and authority, to ask, levy, recover and receive, in the name of him the said L. M. all and singular the said debts and sums of money expressed in said schedule, for and to the only use and behoof of the said O. P. his executors, administrators and assigns. And the said L. M. for himself, his executors, administrators and assigns, doth covenant and grant to and with the said O. P. his executors, &c. that if it should appear the said L. M. or his assigns, or any person or persons, by virtue of any power or authority derived from him or them, have at any time heretofore received, released or discharged any of the said debts or sums of money mentioned in the said schedule, other than

the sum of &c. received by the consent of the said O. P. that then, upon notice given by the said O. P. his executors, administrators or assigns, to the said L. M. his &c. he, the said L. M. his executors or administrators, shall within one and twenty days next after such notice given to the said L. M. or his &c. make a full satisfaction to the said O. P. or his assigns for the same. And also, that he the said L. M. his executors or administrators, shall not, nor will at any time or times hereafter, do or suffer any act, matter or thing, to impede the said O. P. his executors, administrators or assigns, in the getting in, obtaining, or recovery of the said debts, or any of them. And further, that he, the said L. M. his executors and administrators, shall and will, upon reasonable request to him or them made, by the said O. P. his executors, administrators or assigns, make, seal and deliver to him or them, such other powers, letter or letters of attorney, as may be sufficient for the recovery, and getting in the said debts and sums of money, as by the said O. P. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required. In consideration whereof, the said O. P. for himself, his executors and administrators, doth covenant, promise and grant, to and with the said L. M. his executors and administrators, that he the said O. P. his executors or administrators, shall and will, within one and twenty days from the date of these presents, well and truly pay or cause to be paid unto the said L. M. his executors, &c. the sum of &c. and shall or will, at or before &c. next, obtain and procure to and for the said L. M. his executors or administrators, sufficient general releases and other discharges in the law, from all creditors whose names are mentioned in the second schedule hereunto annexed. And also, that he, the said O. P. his executors or administrators, shall and will, at all times forever hereafter, save and keep harmless and indemnified, the said L. M. his executors and administrators, against all and every person and persons whatsoever, to whom they the said L. M. and O. P. or either of them are indebted, touching or concerning the said co-partnership, and of and from all actions, suits, costs, charges, judgments, executions, damages and demands whatsoever, which shall at any time hereafter arise and be brought against the said L. M. his executors or administrators, or his or their lands, tenements, goods or chattels, for or by reason of any debts or sums of money owing, for or by reason of any bill, bond, specialty, promise or contract, touching the said co-partnership.

Signed, &c.

In witness &c.



Articles of marriage.

ARTICLES of agreement, of three parts, made and concluded, this — day of —, in the year of our Lord, &c. between

A. B. of &c. of the first part, E. D. of &c. daughter of &c. of the second part, and C. D. of &c. and E. F. of &c. of the third part, as followeth :

Whereas the said E. D. is seized to her and to her heirs in fee simple, of and in certain lands, messuages or tenements, with their appurtenances, situate, lying and being &c. And whereas a marriage is shortly intended to be had and solemnised between the said A. B. and E. D. with whom the said A. B. is to have and receive £. 2000 in money, over and besides the lands, &c. above mentioned, as and for her marriage portion : It is therefore covenanted and agreed, by and between the said parties to these presents, in manner and form following, (that is to say.) *First.* The said A. B. for himself, his heirs, executors and administrators, doth covenant and agree to and with the said C. D. and E. F. their heirs and assigns, that they the said A. B. and E. D. his intended wife, in case the said intended marriage shall be had and solemnised, by some good and sufficient conveyance or conveyances in the law, shall settle and assure all those lands, messuages or tenements, with the appurtenances whereof she the said E. D. is seized as aforesaid, to the use and behoof of the said A. B. and his assigns, during the term of his natural life ; and from and after the determinations of that estate, then to the use and behoof of the said C. D. and E. F. their heirs and assigns, during the natural life of the said A. B. in trust, to preserve and support the contingent remainders hereinafter limited ; and from and after the decease of the said A. B. then to the use and behoof of the said E. D. his said intended wife, for and during the term of her natural life ; and from and after her decease, then to the use and behoof of the heirs of the body of the said E. D. by the said A. B. lawfully to be begotten, and for the default of such issue, then to the use and behoof of the said E. D. her heirs and assigns forever, and to and for no other use, intent or purpose whatsoever.

And whereas the said E. D. is also possessed of or interested in, for the remainder of a term of ninety-nine years (if she shall so long live) all that messuage or tenement with the appurtenances, situate &c. by virtue of a certain indenture of lease thereof, granted to the said E. D. by L. M. of &c. Now the said A. B. for himself, his heirs, executors and administrators, doth further covenant, grant and agree, to and with the said C. D. and E. F. their heirs and assigns, that they the said A. B. and E. D. his said intended wife (in case the said marriage shall take effect) shall and will, by like good and sufficient conveyances in the law, settle and assure the said messuage or tenement, with the appurtenances, in such manner as that the same may be held and enjoyed, and the rents and profits thereof may be had, received and taken, by the said A. B. and his assigns, during so many years of the said term as he shall happen to live ; and from and after his decease, then by the said E. D. his said intended wife, and her assigns, for and du-

ring so many years of the said term as she shall happen to live ; and from and after her decease, then by such children of the said E. D. by the said A. B. to be begotten, in such manner as it may not be in the power of the said A. B. to defeat such their issue ; and for default of such issue, then by the executors, administrators or assigns of the said E. D. and upon no other trust, and to and for no other use, intent or purpose, whatsoever.

And forasmuch as the said A. B. is not at present seized or possessed of an estate sufficient to make a jointure for the said E. D. his intended wife, equivalent to her fortune, the said A. B. doth for himself, his heirs, executors and administrators, covenant, grant and agree to and with the said C. D. and E. F. their heirs and assigns, that in case the said intended marriage shall take effect, (and lest he the said A. B. should happen to die in the life time of the said E. D.) he the said A. B. shall and will, by his last will and testament in writing or otherwise, give and assure unto the said E. D. the sum of £. 2000 of lawful money of — or the full value thereof in lands, tenements, goods or chattels, to be at her own proper disposal, and to be by her received and taken to her own proper use and benefit. In witness &c.

Signed, &c.



An agreement for building a house.

BE it remembered, that on this — day of —, in the year of our Lord, &c. It is agreed between A. B. of &c. and C. D. of &c. in manner and form following, to wit : The said C. D. for the considerations hereinafter mentioned, doth for himself, his heirs, executors and administrators, covenant with the said A. B. his executors, administrators and assigns, that he, the said C. D. or his assigns, shall and will, within the space of — next after the date hereof, in a good and workmanlike manner, and according to the best of his knowledge and skill, at — well and substantially erect, build and finish one house or messuage, according to the draught or scheme hereunto annexed, of the dimensions following, viz. &c. and compose the same with such stone or brick, timber and other materials, as the said A. B. or his assigns, shall find and provide for the same : In consideration whereof, the said A. B. doth for himself, his executors and administrators, covenant with the said C. D. his executors, administrators and assigns, well and truly to pay unto the said C. D. his executors, administrators and assigns, the sum of — lawful money of —, in manner following, (to wit :) part thereof at the beginning of the said work, the further sum of —, another part thereof, when the said work shall be half done ; and the further sum of — residue, in full for the said work, when the same shall be completely finished.

And also that he the said A. B. his executors, administrators or assigns, shall and will, at his and their own proper expence, find and provide all the stone, brick, timber and other materials necessary for making and building of the said house. To the true and faithful performance of the several articles and agreements above mentioned, the said A. B. and C. D. do hereby respectively bind themselves, their heirs, executors and administrators, each to the other, in the penal sum of ——— current money.

Signed, &c.

In witness &c.



An agreement for an hired servant.

ARTICLES of agreement, made and concluded this ——— day of ———, in the year of our Lord &c. between W. S. of &c. of the one part, and W. M. of &c. of the other part, as follows, (to wit :) The said W. M. for the consideration hereunto mentioned, doth covenant, promise and agree, to and with the said W. S. his executors, administrators and assigns, by these presents, in manner following, (that is to say,) that he the said W. M. shall and will, for and during the term and time of ——— years, to begin and be accounted from the date of these presents, serve, abide and continue with the said W. S. as his covenant servant, and diligently and faithfully, according to the best and utmost of his power, skill and knowledge, exercise and employ himself in, and do and perform all such service and business whatsoever, as well relating to the trade of a ———, which the said W. S. now useth, and in and about other business, matters and things whatsoever, as the said W. S. shall from time to time order, direct and appoint, to and for the most profit and advantage of the said W. S. that he can; and shall and will keep the secrets of the said W. S. relating to the said trade and business; and likewise be just, true and faithful to the said W. S. in all matters and things, and no ways wrongfully to detain, embezzle or purloin, any monies, goods or things whatsoever, belonging to the said W. S. And also shall and will keep just, true and faithful account, in the books of the said W. S. of all goods bought and sold, monies received and paid, and of all other things whatsoever, relating to the business of the said W. S. as shall be committed to his care, management or disposal; and from time to time pay all monies which he shall receive of or belonging to, or by order of the said W. S. into his hands, and make and give up true and fair accounts of all his actions and doings in the said employment, without fraud or delay, when and as often as he shall be thereto requested. And in consideration of the premises, and of the several matters and things by the said W. M. to be performed as aforesaid, the said W. S. doth for himself, his executors and administrators, covenant, promise and agree, to and with the said W. M. by these presents, that he the said W. S.

shall and will find and provide unto and for the said W. M. in his dwelling house, meat, drink, washing and lodging; and also well and truly pay, or cause to be paid, unto the said W. M. his executors, administrators or assigns, by equal quarterly payments; the sum of — a year, for each and every year he shall serve the said W. S. as aforesaid, and shall allow unto the said W. M. such reasonable expences in and about the business aforesaid, as he the said W. S. shall think fit; (and the said parties do mutually covenant and agree to and with the other, viz. that if the said W. S. shall not be willing to continue the said W. M. in his service, after the expiration of the said — years; or, if the said W. M. shall not be willing to serve and continue with the said W. S. after the expiration of the said — years; in either of the said cases, the said parties shall and will give — months notice of such their mind and intention, before the expiration of the said term.)

Signed, &c.

In witness &c.



An agreement for a copy right.

AN agreement, made and concluded, this — day of —, in the year of our Lord &c. by and between A. B. of &c. of the one part, and C. D. of &c. of the other part, witnesseth, that the said A. B. for the consideration hereafter mentioned, hath agreed to sell and convey, and doth by these presents sell and convey to the said C. D. his heirs and assigns, the sole right of printing, reprinting, publishing and vending a book whereof he, the said A. B. is author, entitled —, for the whole period that the same is secured to him by act of congress of the United States, and more especially by an act, entitled "An act for the encouragement of learning, by securing the copy of maps, charts or books, to the author or proprietor of said copies, during the times therein mentioned." And he the said A. B. doth hereby covenant with the said C. D. that before the publication of the said book, he deposited a printed copy of the title thereof, in the clerk's office of the district court, wherein he the said A. B. then resided, and did also publish a copy of the record thereof within the time and in the manner directed by said act; and did also lodge a copy thereof, in the office of the secretary of state, as by said act is directed. (And the said A. B. doth further covenant and agree with the said C. D. to make such corrections and amendments to each and every future edition of said work, as shall appear, (or, as shall be suggested by said C. D.) to him, previous to the printing of the same, to be necessary and useful.)

And the said C. D. on his part, for himself, his heirs, executors and administrators, doth hereby covenant and agree to pay to the said A. B. on or before the — day of — next, the sum of — in manner following, (that is to say,) &c. And they do fur-

ther covenant and agree to pay and deliver to the said A. B. or to his order ——— copies, well bound and lettered, out of every edition not exceeding ——— hundred copies they shall print, and so in proportion for any edition of a larger number. In testimony whereof, the parties aforesaid, have hereunto, interchangeably set their hands and seals, the day and year above written.

Signed, &c.

A. B. { * ~ ~ ~ *
 { SEAL }
 { * ~ ~ ~ *
C. D. { * ~ ~ ~ *
 { SEAL }
 { * ~ ~ ~ *



An agreement on a sale of wheat.

MEMORANDUM. It is agreed by and between E. F. of &c. and G. H. of &c. that he the said G. H. in consideration of ——— bushels of wheat sold to him this day, by the said E. F. and by him agreed to be delivered to the said G. H. free of all charges and expences whatsoever, on or before &c. next, shall and will pay or cause to be paid, to the said E. F. or his assigns within three months after such delivery, the sum of &c. And the said E. F. in consideration of the agreement aforesaid, of the said G. H. doth promise and agree, on or before &c. aforesaid, at his own proper expence, to send in and deliver to the said G. H. or his assigns, the said ——— bushels of wheat, so sold to him as aforesaid, and that he the said E. F. shall and will warrant the same to be good, clean and merchantable grain. In witness whereof, the parties above named, have hereunto interchangeably set their hands and seals this ——— day of ———, in the year of our Lord &c.



Agreement between a house keeper and his lodger.

MEMORANDUM. It is agreed by and between E. F. of &c. and G. H. of &c. as follows, viz. The said E. F. in consideration of the rent hereinafter mentioned and agreed to be paid to him, hath letten to the said G. H. one room up two pair of stairs forwards, part of the now dwelling house of the said E. F. situate &c. together with the furniture at present standing therein, that is to say, one table, &c. To hold to the said G. H. for the term of two years, to commence from &c. at the yearly rent of &c. to be paid quarterly, to wit, at &c.

The said G. H. in consideration hereof, agrees to pay the aforesaid yearly rent of &c. at the times above limited for payment thereof; and at the end of the term, or in case of any default in

payment, shall and will, on request of the said E. F. or his assigns, immediately yield and deliver up to him or them, the peaceable and quiet possession of the said room, together with the whole furniture, he, from the entrance thereon, there found and possessed, in good and sufficient plight and condition, reasonable wear and tear only excepted. In witness, &c.

- Signed &c.



Agreement to make an assignment of a lease.

WHEREAS I. B. hath by his deed, dated &c. demised, and to farm letten unto the said A. B. all that messuage, &c. To have and to hold to him the said A. B. his &c. (*reciting the lease*) as by the said indenture of lease more fully appears: Now the said A. B. in consideration &c. doth hereby for himself &c. That he the said A. B. before the &c. day of &c. shall and will, at the cost and charges of him the said C. D. his executors or administrators, by deed of indenture, assure, assign and grant over to the said C. D. his &c. the said messuage, &c. and all his estate, right, title and demand therein: To have and to hold to the said C. D. his &c. during the residue of the said term of years, then to come, of, in and to the same, by virtue of the said deed of indenture, under the rents, covenants and agreements therein specified.

In witness &c.



Articles of agreement between a high sheriff, and his under sheriff.

ARTICLES of agreement, made and concluded, this — day of —, in the year of our Lord, &c. between W. C. of &c. esquire, high sheriff of the county of —, of the one part, and I. P. of &c. of the other part, as follows, viz:

Imprimis. The said W. C. doth by these presents, ordain, nominate and appoint the said I. P. unto the office or place of under sheriff of the said county of —, to hold, exercise and enjoy the said office of under sheriff, with the power and authority to the said office of under sheriff, lawfully incident and appertaining, during all the time the said W. C. shall continue and be high sheriff of the said county of —. And the said W. C. doth hereby covenant, promise, grant and agree, to and with the said I. P. that it shall and may be lawful to and for the said I. P. to hold, exercise and enjoy the said office of under sheriff, during such time as the said W. C. shall continue and be high sheriff of the said county, unless the said I. P. shall be sooner discharged from the said office of under sheriff, by him the said W. C. which discharge shall not

happen, unless from the wilful neglect, default or misconduct of him the said I. P. committed in the duties appertaining to the said office of under sheriff, as is hereinafter mentioned —, or by the mutual consent of the parties aforesaid. And as a compensation to him the said I. P. for his attention, care and diligence, in performing the duties as an under sheriff aforesaid, in and about the premises, he the said W. C. doth covenant, grant and agree, to and with him the said I. P. that he the said W. C. his executors and administrators, shall and will well and truly pay or cause to be paid unto him the said I. P. his executors, administrators or assigns, at the rate of — current money per annum, as his salary or wages, payable in and by quarter yearly payments, during the time he the said I. P. shall continue and faithfully serve the said W. C. in the office of under sheriff aforesaid. And will also grant and allow unto the said I. P. as a further compensation for his services, in and about the premises aforesaid, all the fees hereafter to arise on warrant or petty executions, and on executions for public assessments and county charges, which may be served or executed by him the said I. P. during the time he may continue in the office of under sheriff aforesaid.

And the said I. P. doth for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said W. C. his heirs, executors and administrators, in consideration of the premises herein before granted, by these presents; that he the said I. P. shall and will from time to time, and at all times hereafter, well and truly serve and execute all manner of writ or writs, mandates, process, warrants and other precepts whatsoever, to the said high sheriff directed, within the county of — aforesaid, wherewith he shall be entrusted and directed to serve and execute by him the said W. C. and shall and will likewise cause the same, and every of them, to be truly and justly returned into the several places and courts from whence they shall respectively issue, and where they shall be returnable; and that the said I. P. his heirs, executors and administrators, shall and will from time to time, and at all times hereafter, save harmless and keep indemnified, the said W. C. his heirs, executors and administrators, and every of them, and his and their, and every of their goods and chattels, lands and tenements, of and from all, and all manner of fines, issues and amerciaments, actions, damages and losses whatsoever, which shall or may happen, arise or be set, taxed, imposed, levied, prosecuted or commenced, at any time or times hereafter, upon or against the said W. C. his heirs, executors or administrators, or any of them, or his or their, or any of their goods or chattels, lands or tenements, for not executing, misexecuting, false or untrue returning and abasing the said writs, process, mandates, precepts and warrants aforesaid, or any of them, which shall come to the hands of the said I. P. to be served or executed by him: And the said I. P. doth further for himself, his heirs, executors

and administrators, covenant, promise, grant and agree, to and with the said W. C. his heirs, &c. by these presents, that he the said I. P. shall from time to time, and at all times hereafter, truly and justly collect and levy, or else do his utmost endeavor, without favor or corruption, to levy or collect all such debts, sum and sums of money, and all other dues whatsoever, according to any fair and lawful list, book or account, that may be put into his hands, by the said W. C. for that purpose. And also shall and will well and truly, from time to time, (whenever required by him the said W. C.) pay so much thereof, as he can or shall receive, unto such place, and at such times, as he the said W. C. shall appoint. And if any suit or fines, amerciements and other damage or loss, shall be set, charged or imposed upon the said W. C. for or by reason of any neglect, default or miscarriage, touching or concerning the premises in this present article mentioned, then and in such case, he the said I. P. his heirs, executors and administrators, shall and will, from time to time, and at all times hereafter, thereof and thereupon, save harmless and keep indemnified the said W. C. his heirs, executors and administrators, and every of them, and his and their, and every of their goods and chattels, lands and tenements, of, from, touching and concerning the same, and every part thereof: And also that he the said I. P. shall and will, from time to time, and at all times hereafter, during the time the said I. P. shall continue in the office of under sheriff, to him the said W. C. as aforesaid, make his personal repair unto the said W. C. upon reasonable summons, and give his attendance on the said W. C. when requested, at the several courts, whenever need shall require, and shall and will likewise, at all times, during the time the said I. P. shall continue in the office of under sheriff aforesaid, abide, obey and keep the order and determination of the said W. C. touching any abuse, complaint and misdemeanor, which may happen to be done or committed, concerning the said office of sheriffalty aforesaid.

In witness &c.



Agreement for the taking down an old house, and building up a new one for a certain sum of money.

ARTICLES of agreement, made &c. between A. B. of &c. and C. D. of &c. witnesseth, that the said C. D. for himself, his executors, administrators and assigns, doth covenant, promise and grant, to and with the said A. B. his executors, administrators and assigns, by these presents in manner following, (that is to say,) that he, the said C. D. his executors, administrators and assigns, or some of them, for the considerations hereafter mentioned, shall and will forthwith take down, or cause to be taken down, the now dwelling house of the said A. B. situate &c. and in the room and stead thereof, shall on or before &c. next, make, erect, build and

set up in a workmanlike manner, one new tenement or dwelling-house, thirty feet wide in front, fifty feet long or deep backwards, and three story high &c. each story being &c. feet ; together with a cellar of the dimensions of &c. and shall also make four rooms &c. on each floor : And also that he the said C. D. his &c. shall find and provide at his or their own charges and expence, all manner of tiles, bricks, laths, nails, lead, iron, sand and lime, timber and all other materials whatsoever, which shall be fit and necessary to be used in or about the said building, and shall carry away all rubbish that shall any way arise by reason of the said building.

And the said A. B. for himself, his executors and administrators, in consideration of the said building so to be built and finished in manner aforesaid, by the said C. D. his &c. doth covenant and grant, to and with the said C. D. his executors, administrators and assigns, by these presents, that he the said A. B. his executors, administrators and assigns, or some of them, shall and will well and truly pay or cause to be paid, unto the said C. D. his executors, administrators or assigns, the sum of £. 300 of &c. at three several payments, viz. £. 100 part thereof, on &c. (or in hand at the beginning of the work, &c.) £. 100 a further part thereof, when the roof of the said building is framed, timbered and tiled ; and £. 100 more, the residue and in full payment of the said sum of £. 300 when the whole building is fully compleated in a workmanlike manner, as aforesaid. And for the performance of all and every the articles and agreements above mentioned, the said A. B. and C. D. do hereby bind themselves, their executors, administrators and assigns, each to the other in the penal sum of £. 600 of &c. firmly by these presents. In witness &c.



Apprentice.—Indenture thereof, to be taught the business of clerk.

See the act of 1793, ch. 45, sec. 4.

THIS INDENTURE, made this — day of —, in the year &c. Witnesseth, that A. B. of — county, hath placed and bound out, and by these presents doth place and bind out, his son A. P. (who will on the — day of — be of the age of — years,) as an apprentice unto I. G. clerk of the — court, to be taught in the science, art and business of a clerk, which he the said I. G. now useth, and with him as an apprentice to dwell, continue and serve from the day of the date hereof, until the — day of —, in the year &c. (on which day the said A. P. will arrive to the age of twenty-one years,) fully to be complete and ended ; during all which time the said A. B. doth covenant and promise, to and with the said I. G. that the said A. P. the said I.

G. as his master, will well and faithfully serve, his secrets keep, his lawful commands every where at all times readily obey; hurt to his said master he shall not do, nor wilfully suffer any to be done by others, but of the same shall forthwith give notice to his said master; the goods of his said master he shall not embezzle or waste, nor them lend, without his consent, to any; at cards, dice, billiards or any other unlawful games, he shall not play or game, nor get drunk or swear on any account; taverns or disorderly houses he shall not frequent; fornication he shall not commit; matrimony he shall not contract; from the service of his said master he shall not, at any time by day, depart or absent himself, without his said master's leave; he shall constantly attend public worship on all Sundays or holidays, unless prevented by sickness, or other unavoidable accident; and in all things as a good and faithful apprentice shall and will demean and behave himself towards his said master, during the time aforesaid; and the said I. G. on his part, doth hereby promise, covenant and agree, his said apprentice, the service, art and business of a clerk, with all other incidents thereunto belonging, shall and will teach and instruct, or cause to be well and sufficiently taught and instructed after the best way and manner in his power, according to the best of his skill and judgment; and shall well and faithfully find and provide for the said apprentice, good meat, &c. &c. In witness whereof, the said A. B. and the said I. G. have hereunto set their hands and seals, the day and year first herein before written.

A. B. { SEAL }

Signed, sealed and delivered }
in the presence of us. }
A. Q. C. D.

I. G. { SEAL }

NOTE.....This indenture must be lodged with the register of the orphans' court, of the county where the master resides, within thirty days after its execution, under the penalty of £. 3 0 0 to be recovered of the master.

~~~~~

Apprentice.—Indenture thereof, to be taught a trade.

THIS INDENTURE, made this — day of —, in the year —. Witnesseth, that A. F. of — county, hath put and placed, and by these presents doth put and bind out, his son A. P. (who on the — day of — next, will be of the age of — years,) as an apprentice to A. M. to learn the art, trade or mystery of —, the said A. P. after the manner of an apprentice, to dwell with and serve the said A. M. from the day of the date hereof, until the — day of — in the year &c. at which time



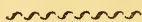
the said apprentice, if he should be living, will be twenty-one years of age; during all which time or term, the said apprentice his said master well and faithfully shall serve, his secrets keep, and his lawful commands every where at all times readily obey; he shall do no damage to his said master, nor wilfully suffer any to be done by others; and if any to his knowledge be intended, he shall give his said master seasonable notice thereof; he shall not waste the goods of his said master, nor lend them unlawfully to any; at cards, dice, or any other unlawful game, he shall not play; fornication he shall not commit, nor matrimony contract, during the said term; taverns or places of gaming he shall not frequent; he shall not get drunk or swear on any account; from the service of his said master he shall not absent himself, but in all things, and at all times he shall behave himself as a good and faithful apprentice ought to do, during the whole time or term aforesaid. And the said A. M. on his part, doth hereby promise, covenant and agree, to teach and instruct the said apprentice, or cause him to be taught and instructed, in the art, trade or calling, of a — by the best way or — means he can, and also to teach and instruct the said apprentice, or cause him to be taught and instructed to read and write and cypher as far as the rule of three, if the said apprentice be capable to learn; and shall well and faithfully find and provide for the said apprentice, good and sufficient meat, drink, clothing, lodging and other necessities, fit and convenient for such an apprentice, during the term aforesaid, and at the expiration thereof, shall give unto the said apprentice, two suits of wearing apparel, one suitable for Sundays, and the other for working days. In testimony whereof, the said A. F. and A. M. have hereunto interchangeably set their hands and seals &c.

A. F.      \*~~~~\*  
               { SEAL }  
               \*~~~~\*

Signed, sealed and delivered }  
     in the presence of us,       }  
             K. L. N. P.

A. M.      \*~~~~\*  
               { SEAL }  
               \*~~~~\*

NOTE.....This must be lodged with the register as before.



Apprentice.—Indenture thereof, where a child binds himself to a manufacturer, or mechanic.—1793, ch. 45, sec. 6.

THIS INDENTURE, made &c. Witnesseth, that A. P. being now of the age of — years, (or, who on the — day of — next, will be of the age of — years,) of his own free and voluntary will and accord, hath placed and bound, and by these

presents doth place and bind himself as an apprentice to A. M. &c. &c. (as the preceding.)

NOTE....The parent or parents of the child, if living, or if dead, the orphans' court of the county where the child shall reside in, shall see the indenture within two months after its execution, and notify their approbation thereof by endorsement on the same, and when so approved, to be lodged with the register of the orphans' court, &c. See the act 1793, ch. 45. sec. 6.



Apprentice.—Indenture thereof, made by two justices of the peace in vacation of the orphans' court. 1794, ch. 47.

THIS INDENTURE, made the — day of —, in the year of our Lord, &c. by and between I. P. and T. P. two justices of the peace of the state of Maryland, for — county, of the one part, and A. M. of the said county, (tailor) of the other part. Witnesseth, that the said I. P. and T. P. as justices of the peace aforesaid, by virtue of the power and authority to them given, in and by an act of the general assembly, passed at November session, in the year one thousand seven hundred and ninety-four, entitled "A supplement to the act, entitled an act for the better regulation of apprentices," have placed and bound, and by these presents do place and bind out, as an apprentice, A. P. (son of A. F. of the said county, of indigent circumstances,) with the consent and approbation of the said A. F. testified by his sealing and delivering these presents, (see the act) unto the said A. M. to learn &c. (as in the preceding.)

NOTE.....It must be approved and recorded &c. as the preceding indenture, under the 6th section of the act of 1793, ch. 45.



Apprentice.—Indenture thereof, made by the trustees of the poor, or any three of them. 1793, ch. 45, sec. 5.

THIS INDENTURE, made this — day of —, in the year &c. by and between T. P. L. P. and S. P. *three* of the trustees of the poor of — county, in the state of —, of the one part, and A. M. of the said county, of the other part. Witnesseth, that the said trustees, by virtue of the power and authority to them given, in and by an act of the general assembly, passed at November session, in the year of our Lord one thousand seven hundred and ninety-three, entitled "An act for the better regulati-

on of apprentices," have placed and bound, and by these presents do place and bind out, as an apprentice, a poor child named A. P. (son of A. F. of the said county, who is lawfully settled in the poor-house; and become chargeable to the county aforesaid, and who is unable to maintain his said child,) unto the said A. M. to learn &c. &c. (as before.)


NOTE....To be lodged with the register of the orphans' court of the county, by some one of the trustees, within two months after its execution, under the penalty of £. 3 &c.



### An indenture of an apprentice for the sea.

THIS INDENTURE, made &c. between A. B. of &c. and C. D. his son of the one part, and E. F. master of the ship or vessel called the —, in the West India trade, of the burthen of — tons, or thereabout, now lying in the river of — &c. of the other part, witnesseth, that the said C. D. hath by and with the consent of the said A. B. his father, testified by his being a party to, and signing and sealing these presents, and also of his own free and voluntary will, placed and bound himself apprentice unto the said E. F. to learn, attain and acquire the art, skill and perfect knowledge of navigating, managing and working of a ship or vessel, and every thing thereunto belonging, which he the said E. F. now foiloweth, and with him as an apprentice to abide and continue, as well when on shore, as on board such ship or vessel as he the said E. F. shall at any time be master or commander of, or any ways interested in, from the day of the date hereof, until the said C. D. shall attain the full age of twenty-one years, he the said C. D. being now the age of — years, and from thence next ensuing, and fully to be complete and ended; and during all which term of years the said apprentice shall and will faithfully and diligently, to the utmost of his power and skill, serve his said master, his secrets keep, his lawful commands every where and in all things gladly do and obey; hurt or damage to his said master he shall not do, or willingly suffer it to be done by others, but the same to the utmost of his power prevent, and shall immediately thereof give notice to his said master; cards or any other games he shall not play, taverns or ale-houses he shall not frequent; and also, that he the said apprentice shall not quit or absent himself from his said master or ship, day or night, without his consent, nor embezzle, waste, clandestinely or otherwise dispose, deliver, lend or alienate any goods, wares, merchandises, matters or things, any ways belonging to his said master, passengers or ship, or any cargo thereof, without the special order and approbation of his said master, but shall and will in every respect, demean and behave himself towards his said master, officers and passengers, as a good

and faithful apprentice. And the said E. F. doth covenant, promise and agree, that he the said E. F. shall and will faithfully and to the best of his skill, experience and abilities, teach and instruct, or cause to be taught and instructed, his said apprentice, in all and every, the art, skill and knowledge of navigating, managing, steering and directing of a ship or vessel in all seas, bays, rivers, channels, creeks, harbors and waters, and in all and every thing thereunto necessary and requisite, and shall and will find and provide unto and for his said apprentice, good and sufficient meat, drink, washing and wearing apparel, both woollen and linen, and all other necessities during the said term: And for the true performance of all and every the covenants and agreements herein contained, either of the said parties bindeth himself unto the other by these presents. In witness &c.



An indenture for the sea, for a common sailor to serve in such ships as the master shall appoint.

THIS INDENTURE witnesseth, that A. son of B. of &c. doth bind himself apprentice unto C. of &c. after the manner of an apprentice, to serve him the said C. and such other person or persons in the navigation of any ship or vessel as the said C. shall order and appoint, from the day of the date hereof, for the full term of ——— years, and fully to be complete and ended; during all which said term, the said apprentice shall and will faithfully serve the said C. and do and perform all such service and business, as well at sea on board any ships or vessels which shall belong or be employed in the service of the said C. and with and under such person or persons as he shall from time to time order and appoint or otherwise, as the occasions of the said C. shall require, and shall and will obey all the lawful commands of his said master, and such other person or persons with whom he shall from time to time order and appoint him to serve and go in such ship or vessel, and diligently and carefully demean and behave himself towards him and them. He shall not do, or willingly suffer to be done by others, any hurt, prejudice or damage to the goods, merchandises or other affairs of his said master, or any other with whom he shall be appointed to serve as aforesaid; but the same to the utmost of his power, shall hinder and prevent, or him and them thereof forthwith give notice. He shall not absent himself from the said service by day or night unlawfully, but in all things as a good and faithful apprentice he shall demean and behave himself towards his said master, and such person or persons with whom he shall order him from time to time to serve as aforesaid, during the said term. And the said master his said apprentice shall and will cause to be taught and instructed in the art or business of a sailor,



as far as shall be necessary to the voyages wherein he shall be employed: And also shall and will find and provide unto and for his said apprentice, meet and sufficient meat, drink, washing and wearing apparel, both woollen and linen, and all other necessities during the said term. And for the true performance &c.

In witness &c.



## A discharge of an apprentice from his indentures.

TO all to whom these presents shall come, A. B. of &c. sends greeting. Whereas C. D. son of E. D. of &c. did by his indenture of apprenticeship, bearing date on or about the &c. put himself apprentice unto the said A. B. for the term of — years, as by the said indenture, reference being thereunto had, may more fully and at large appear. And whereas the said A. B. at the request of the said E. D. the father, and the said C. D. the apprentice, testified by their being parties to and sealing and delivering of these presents, hath discharged the said C. D. from his service, and the said indentures are delivered up by the said parties to be cancelled. Now therefore know ye, that the said A. B. hath remised, released and forever discharged, and by these presents doth for himself, his executors and administrators, remise, release and forever discharge the said C. D. of and from the said indenture of apprenticeship, and all service and other matters and things in the said indentures contained, on his part to be performed, and of and from all actions and causes of actions, suits, specialties, covenants, agreements, clauses and demands whatsoever, for or concerning the said indentures of apprenticeship, or by reason of any other matter or thing whatsoever, from the beginning of the world, to the day of the date hereof. In witness &c.



**Apprenticeship.**—An assignment of any of the foregoing indentures, made by a widow of a master, under the act of November session, 1793, ch. 45, sec. 14.

KNOW all men by these presents, that I, W. W. widow of the within named A. M. to whom by the within indenture, the said A. P. was bound as an apprentice, to serve until the — day of —, in the year &c. do for and in consideration of the sum of — current money, and with the consent and approbation of the orphans' court of the county aforesaid (or, of A. F. father of the said A. P.) testified by the certificate hereunto annexed, assign, transfer and make over, by virtue of an act of assembly in such



case made and provided, unto B. M. of the county aforesaid, all the rest and residue of the time or term yet to come, and unexpired of the apprenticeship of the said A. P. as by the said within indenture is expressed, and all my right and title of, in and to the said apprentice, and of the indenture and term of service yet to come as aforesaid.

W. W.

## OF ASSIGNMENTS.

**AN ASSIGNMENT** is the setting over all a man's right, in lands or goods, or any other thing to another person. The person assigning is called the assignor, and he to whom the assignment is made, the assignee. There is an assignment in deed, and an assignment in law; an assignee in deed, is he to whom a lease, estate or interest is assigned by deed; and an assignee in law, is such as the law appointeth without deed, as an executor is an assignee in law.

Dy. 5.

If a lessee for years assign over his term, the landlord may charge which of them he will; but an acceptance of the rent from the assignee (knowing of the assignment) determines the election, and cannot afterwards charge the lessee for rent growing due.

3 Co. 24. 3 Rep. 23.

### Assignment of a judgment.

KNOW all men by these presents, that I, E. D. of — in consideration of the sum of —, to me in hand paid by L. M. of —, have granted, bargained, transferred, assigned and made over, and by these presents do hereby grant, bargain, transfer, assign and make over, unto the said L. M. his executors, administrators or assigns, a certain judgment by me recovered in — county court, in the state of — at — term, — against E. F. of — for the sum of — current money, debt (or damages) and the sum of — costs of suit, together with all the benefit and advantage that may be obtained thereby; and I do hereby grant to him the said L. M. his executors, administrators and assigns, full power to recover the same to his and their use.

In witness &c.

E. D.

\* ~ ~ ~ \*  
 { SEAL }  
 \* ~ ~ ~ \*

# Assignment of a judgment recovered against principal and surety, surety having paid the debt.

General court, Western Shore of Maryland, — term, 1805.

P. P.

vs.

D. D. & S. S.

} Debt. Judgment for &c. &c.

MARYLAND, — County, sc.

KNOW all men by these presents, that I, P. P. the plaintiff in the above mentioned suit, in consideration of full satisfaction for the above judgment, by me received of S. S. one of the defendants therein named, and who is a security for the said D. D. the other defendant therein also named, *as by my receipt and satisfaction entered on record appears*, do hereby, and by force of the act\* of assembly in such cases made and provided, assign, transfer and make over unto the said S. S. his executors, administrators or assigns, the aforesaid judgment, and the debt, interest and costs, *and all additional costs* due thereon, and also all the right, claim and interest, which I have therein or thereto, or which I had at any time heretofore. Given under my hand and seal this — day of — &c.

P. P.

\* ~ ~ ~ \*  
{ SEAL }  
\* ~ ~ ~ \*



# Assignment of a bond by indorsement thereon, where the surety paid the debt.

MARYLAND, — County, sc.

KNOW all men by these presents, that I, O. E. the obligee named in the within writing obligatory, in consideration of full satisfaction of the principal and interest due in and upon the said writing obligatory, by me received of S. S. one of the obligors therein named, and who is a security for the said O. R. the other obligor, therein also named, do hereby, and by force of the act† of assembly in such cases made and provided, assign, transfer and make over, unto the said S. S. his executors, &c. the said writing obligatory, and the principal and interest thereby due, and also all my right, claim and interest therein and thereto, which I now have, or which I at any time heretofore had. Given under my hand and seal, this — day of &c.

O. E.

\* ~ ~ ~ \*  
{ SEAL }  
\* ~ ~ ~ \*

\* 1763, ch. 23, sec. 8. † 1763, ch. 23, sec. 7.

## An assignment of a lease.

'THIS INDENTURE, made this — day of — in the year of our Lord, one thousand &c. between E. D. of —, of the one part, and A. B. of — of the other part, witnesseth, that whereas S. W. of —, on the — day of —, by an indenture of lease of that date made, between him, of the one part, and the said E. D. of the other part, he the said S. W. for the consideration therein mentioned, did grant, lease and to farm let, (*here pursue the words of the lease, and describe the premises as therein set forth ;*) to hold unto the said E. D. his executors, administrators and assigns, from &c. for and during the term of — years from thence next ensuing, and fully to be complete and ended, at and under the yearly rent of &c. payable &c. (*as you find it in the lease*) as in and by the said in part recited indenture of lease, recorded in liber, &c. one of the land record books of &c. relation being thereunto had, may more fully appear: Now this indenture witnesseth, that the said E. D. for and in consideration of the sum of one dollar, current money of the United States, to him in hand paid by the said A. B. at or before the sealing and delivery of these presents, the receipt whereof the said E. D. doth hereby acknowledge, hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over, unto the said A. B. his executors, administrators and assigns, all that the said *messuage or tenement* and premises above mentioned, to be demised and leased to the said E. D. in and by the said in part recited indenture of lease as aforesaid, and every part and parcel thereof, with the appurtenances, and also all the estate, right, title, interest, term of years yet to come and unexpired, property, claim and demand whatsoever, of him the said E. D. of, in and to the same, or of, in or to any part or parcel thereof, together with the said in part recited indenture of lease itself: To have and to hold the said *messuage or tenement* and premises above mentioned, and hereby granted and assigned, and every part and parcel thereof, with the appurtenances, unto the said A. B. his executors, administrators and assigns, for and during all the rest, residue and remainder yet to come and unexpired of the said term of — years, in and by the said in part recited indenture of lease granted, in as full, large and ample manner, to all intents and purposes, as he the said E. D. his executors, administrators or assigns, might, should or ought to have held and enjoyed, the same by virtue of the said in part recited indenture of lease, or by any other ways or means whatsoever; and the said E. D. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said A. B. his heirs and assigns, and every of them by these presents, that he the said E. D. hath in himself good right, full power and lawful authority, to grant and assign the said *messuage or tenement*

and premises, and every part and parcel thereof, with the appurtenances, unto the said A. B. his executors, administrators and assigns, in manner aforesaid: And also that he the said A. B. his executors, administrators and assigns, paying the rent and performing the covenants, provisoes, conditions and agreements, in and by the said in part recited indenture of lease reserved, mentioned and contained, shall and may, from time to time, and at all times hereafter, for and during all the rest, residue and remainder, yet to come and unexpired of the said term of &c. herein before granted and assigned, as aforesaid, peaceably and quietly, have, hold, occupy, possess and enjoy, the said messuage or tenement, and premises hereby granted and assigned, and every part and parcel thereof, with the appurtenances, without the let, suit, trouble, molestation, interruption, eviction or disturbance, of him the said E. D. his executors, administrators or assigns, or any other person or persons lawfully claiming or to claim the said premises, or any part thereof, by, from or under him, them or any of them, or by his or their means or procurement: And further, that he the said E. D. his executors, administrators and assigns, and all and every other person and persons, having or lawfully claiming any estate, right, title or interest, in the said hereby granted and assigned premises, or any part thereof, shall and will from time to time, and at all times hereafter, upon the request and at the proper costs and charges in the law, of the said A. B. his executors, administrators or assigns, make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable act and acts, thing and things, assurance and assurances, in the law whatsoever for the further, better and more perfect granting, assigning and assuring of the said premises above mentioned, with the appurtenances, unto the said A. B. his executors, administrators and assigns, for and during all the rest, residue and remainder, yet to come and unexpired of the said term of &c. hereby granted and assigned as aforesaid, as by the said A. B. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably advised and required. (See other covenants hereafter.)

In witness whereof, &c.

NOTE....It must be acknowledged as other deeds are, (except that the wife need not make relinquishment &c.) and recorded agreeably to law.



### An assignment of a mortgage.

THIS INDENTURE made this — day of — in the year of our Lord &c. between C. D. of &c. of the one part, and W. S. of &c. of the other part, witnesseth: Whereas A. B. of &c. on the — day of —, by his deed of mortgage of that date, for



the consideration of — did grant, bargain, sell and convey, unto him the said C. D. his heirs and assigns, (here recite the premises;) to have and to hold the same to the said C. D. his heirs and assigns, forever, upon the conditions hereafter mentioned, viz. that he the said A. B. should pay &c. (here insert the condition) as by the said mortgage duly recorded in liber, &c. one of the land record books of &c. reference being thereunto had, may more fully and at large appear: And whereas the said C. D. in consideration of the sum of — current money, hath agreed to assign the said mortgage to the said W. S. Now this indenture further witnesseth, that the said C. D. in consideration of the sum of — to him in hand paid, by the said W. S. before the sealing and delivery hereof, hath granted, bargained, sold and transferred, and by these presents doth grant, bargain, sell, transfer, assign and make over, to the said W. S. his heirs and assigns forever, the said (*premises*,) to have and to hold the same to him the said W. S. his heirs and assigns, forever, as fully, and in as ample manner, as the said C. D. his heirs or assigns, might hold and enjoy the same by virtue of the mortgage deed aforesaid, and not otherwise: And the said C. D. doth, for himself, his heirs, executors and administrators, hereby authorise and empower the said W. S. his heirs, executors and administrators, to receive to his and their own use and benefit, the sum or sums of money mentioned in the condition of said deed, whenever the same shall be tendered and paid to him or them by the said A. B. his heirs, executors or administrators, agreeably thereto, and to discharge the said mortgage, or re-convey the premises upon redemption thereof, as by law is provided, as fully, to all intents and purposes, as the said C. D. his heirs, executors or administrators, might or could have discharged or re-conveyed the same, in case of such tender, payment or redemption, as if this assignment had not been made: And the said C. D. for himself, his heirs, executors and administrators, doth covenant with the said W. S. his heirs and assigns, that he the said C. D. hath good right to assign the said (*premises*) as aforesaid, and that he the said W. S. shall and may have, hold, occupy, possess and enjoy the same, subject however to the right of redemption, as by law in such cases is provided, against the lawful claim of all persons. In witness &c.

NOTE.....This must be acknowledged as the last.



An assignment of a captain's pay for security of a debt and interest.

THIS INDENTURE, made the — day of —, in the year of our Lord, &c. between A. O. of —, esquire, captain of a company in the United States — regiment of foot, command-

ed by — colonel, of the one part, and G. H. gentleman, of the other part : whereas the said A. O. now at the time of the sealing and delivery of these presents, is and stands justly indebted to the said G. H. in the sum of — current money. Now this indenture witnesseth that for securing the payment of the said sum of — current money and interest : And also for and in consideration of one dollar of lawful money of the United States, to the said A. O. in hand well and truly paid, by the said G. H. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said A. O. hath assigned, transferred and set over, and by these presents doth assign, transfer, and set over unto the said G. H. all that his daily pay and subsistence money, which he is entitled to have and receive as captain of a company in the — regiment of foot ; and all the right, title, interest, property, claim and demand whatsoever, of him the said A. O. in and to the same ; to have, hold, receive, take and enjoy the said daily pay and subsistence money unto the said G. H. his executors, administrators and assigns, for and during the natural life of the said A. O. upon the trusts, and to and for the uses, intents and purposes herein after mentioned (that is to say) upon trust that he the said G. H. his executors, administrators and assigns, shall and do from time to time, get in and receive the said daily subsistence money, when, and as the same shall become due and payable, and thereout annually deduct and retain for himself, the full sum of — clear of all charges whatsoever, toward satisfaction and discharge of the said sum of —, so due and owing to him as aforesaid, with lawful interest for the same, to be computed from the date of these presents, and subject thereto ; in trust annually to pay, apply and dispose of the residue of the said pay or subsistence money so to be got in and received as aforesaid, unto the said A. O. or such person or persons as he shall by any writing or writings under his hand and seal, from time to time appoint to receive the same. Provided always, and it is hereby declared and agreed, that when and so soon as the said sum of — and all interest due thereon, and all the costs, charges and expences of the said G. H. in and about the premises, shall have been duly received by the said G. H. his executors, administrators and assigns, then these presents, and the assignment hereby made shall cease, determine, and be utterly void to all intents and purposes whatsoever : And for the better enabling the said G. H. his executors, administrators and assigns, to get in and receive the said daily pay and subsistence money, he the said A. O. hath, and by these presents doth nominate, ordain, constitute and appoint, and in his place and stead, put the said G. H. his executors and administrators, his true and lawful attorney and attornies irrevocable, for him, and in his name (but for the purposes aforesaid) to ask, demand and receive the said hereby assigned daily pay and subsistence money, of and from — esquire, agent

for the said regiment: And of and from all and every person and persons who are or shall be liable to pay the same, and upon receipt thereof, or any part thereof, to make and give such acquittances, receipts and discharges for the same, as shall be necessary and sufficient for that purpose: He the said A. O. hereby ratifying and confirming all and whatsoever his said attornies shall lawfully do, -or cause to be done in or about the premises. And the said A. O. doth hereby covenant, promise and agree, to and with the said G. H. his executors, administrators and assigns, that he the said A. O. shall and will, from and immediately after the execution of these presents, cause or procure his life to be insured, and bear and pay all charges and expences that shall or may attend the insuring thereof, and shall and will so continue to insure the same, and bear and pay all charges and expences attending the insurance thereof so long, and until the said sum of — together with all interest due thereon, shall be fully paid and satisfied to the said G. H. his executors, administrators or assigns: And it is hereby declared and agreed, that in case the said A. O. shall at any time hereafter, during the continuance of these presents, neglect or refuse to insure his life, or to bear and pay all expences and charges attending the insuring thereof, according to his covenant herein before in that behalf contained, that then and in such case it shall and may be lawful to and for the said G. H. his executors or administrators, to insure the same, and to deduct or reimburse himself or themselves, the charges and expences attending the insuring thereof, out of the said pay and subsistence money so to be received as aforesaid, by virtue of these presents: In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, &c.

A. O.

\* ~~~~~ \*  
 { SEAL }  
 \* ~~~~~ \*

G. H.

\* ~~~~~ \*  
 { SEAL }  
 \* ~~~~~ \*

~~~~~

An assignment of debts.

TO all people, &c. I, A. B. of &c. send greeting: Whereas C. D. E. F. G. H. &c. are by &c. indebted unto me severally in the sums of &c. for &c. Now know ye, that I, the said A. B. for and in consideration of &c. do hereby assign and set over to F. B. &c. the aforesaid debts of &c. to me due from &c. as aforesaid; and all my right, title and interest therein and thereunto and to every of them, with full power and authority for him the said F. B. to sue for, recover and receive the same of the said C. D. E.

F. G. H. &c. and every of them, to and for the only use, benefit and behoof of the said F. B. his executors, administrators and assigns. In witness &c,



An assignment of a bail bond, by the sheriff to the plaintiff.

KNOW all men by these presents, that I, S. S. the sheriff within named, do hereby for myself, my executors and administrators, assign and set over unto P. P. (the plaintiff named in the condition of the within written bond) his executors, administrators and assigns, the within mentioned bond, pursuant to an act of assembly in such case made and provided. In witness whereof, I have hereunto set my hand and seal, this — day of — in the year of our Lord one thousand &c,

Witness, T. H. J. H.

S. S. * ~ ~ ~ *
 { SEAL }
 * ~ ~ ~ *

See the acts of 1715, ch. 46. October 1780, ch. 10, and Stat. 23, Henry 6, ch. 9.



An assignment of, and an oath to a bond, as prescribed by the act of 1763, ch. 23, sec. 9.

_____ County, sc.

FOR value received of A. S. of — county, I, O. G. obligee in the within mentioned writing obligatory, hereby assign, transfer and make over, unto the said A. S. his executors, administrators and assigns, all my right, title, interest, claim and demand, of and unto the said within written obligation, and all money, principal and interest, thereby due and owing, agreeably to the act of assembly in such case made and provided. Given under my hand and seal, this — day of — in the year of our Lord, &c.

Witness, I. P.

O. G. * ~ ~ ~ *
 { SEAL }
 * ~ ~ ~ *



_____ County, sc.

BE it remembered, that on this — day of — in the year —, &c. and at the time of making the above assignment, personally appears O. G. the obligee named in the within writing obligatory, and assigner above named, before me the subscriber, one

of the justices of the peace of the state of Maryland, for the county aforesaid, and makes oath on the holy evangely of almighty God, that he hath received no part of the sum of money mentioned in the within obligation, or any interest thereon due (*except the sum of ——— current money on the ——— day of ——— in the year of our Lord, &c.*) nor has any person for him, to his knowledge and belief, received any part or parcel thereof, but that the whole principal and interest (*except &c.*) were due at the time of making the assignment thereof, above mentioned.

Sworn before I. P.



An assignment and release of a share of the residue of the testator's personal estate, from one executor to another.

THIS INDENTURE, made this ——— day of ——— in the year of our Lord, &c. between S. L. of &c. of the one part, and P. L. of &c. of the other part: whereas (here recite the will) and did nominate and appoint his said wife S. and his two sons P. L. and I. L. executors of his said will, as by the said will, relation being thereunto had, will more fully appear. And whereas the said P. L. solely acted in the said executorship, and paid all the said testator's debts, and the said S. L. his said legacy of *eight* hundred pounds, and all other legacies given by the said testator's will; and the said S. L. hath retained in her hands, all the silver plate, &c. given her by the said testator's will as aforesaid. And whereas the residue of the said testator's estate consists chiefly in debts beyond sea, and in damaged and old fashioned goods, which debts in all probability, will not be got in without great length of time, (if at all) nor can the said goods be disposed of without great loss; and whereas, in order to make an end of the said executorship account, he the said P. L. hath agreed to and with the said S. L. for the purchase of her *third* part or share, of the residue of the said testator's estate, given her by the said testator's will as aforesaid, at and for the sum of ——— current money. Now this indenture witnesseth, that the said S. L. for the consideration aforesaid, and for and in consideration of the said sum of ———, current money, to her in hand, at or before the sealing and delivery of these presents, by the said P. L. well and truly paid, the receipt whereof, she the said S. L. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, release and discharge the said P. L. his executors, administrators and assigns, by these presents; hath granted, assigned and released, and by these presents doth grant, assign and release, unto the said P. L. his executors, administrators and assigns, all her third part or

share of, and in the rest and residue of the estate of the said P. L. deceased, given and bequeathed to her by the said recited will as aforesaid, to have and to hold the said third part or share, of the residue of the estate of the said P. L. deceased, hereby assigned and released, or mentioned or intended so to be, unto the said P. L. his executors, administrators and assigns, to be by him and them had, held, received and enjoyed, to his and their only proper use and benefit, without any account to be given to the said S. L. her executors or administrators, for the same: And the better to enable the said P. L. his executors, administrators or assigns, to get in and receive the debts still remaining due and owing to the said testator's estate, she, the said S. L. hath made, ordained, constituted and appointed, and by these presents doth make, ordain, constitute and appoint, the said P. L. his executors, administrators and assigns, her true and lawful attorney and attornies, irrevocable in her name and stead, or in the name, and to and for the proper use and behoof of him the said P. L. his executors, administrators or assigns, or in her name, jointly with the said P. L. and I. L. or the survivor of them, to ask, demand, receive and take, of and from all and every person and persons, any ways indebted to the estate of the said P. L. deceased, all and every debt and debts, sum and sums of money, so by them respectively due and owing; and in default of payment thereof, or of any part thereof, to sue for and recover the same; and upon the recovery or receipt thereof, or any part thereof, or any other end, composition or agreement made, of or concerning the premises, to make and execute any lawful release or discharge for the same: And further, to do all and every other act and acts, thing and things whatsoever, which shall be requisite or needful in or about the premises, for obtaining thereof, in as full, large, ample, and beneficial manner and form, to all intents and purposes whatsoever, as she, the said S. L. might or could do in her proper person, if these presents had not been made. And also for him the said P. L. his executors, administrators or assigns, to detain and keep to his and their own proper use and benefit, all such sum and sums of money so to be had, received or recovered as aforesaid, without any account to be given or rendered unto her the said S. L. her executors, administrators or assigns, for or concerning the same; she, the said S. L. giving, and by these presents granting unto the said P. L. his executors, administrators or assigns, her full and absolute power in the premises, and hereby ratifying and confirming all and whatsoever the said P. L. his executors, administrators or assigns, shall lawfully do, or cause to be done, in and about the same premises, as fully and effectually, to all intents and purposes, as if she, the said S. L. were present, and did the same herself; and the said S. L. doth hereby for herself, executors and administrators, and for every of them, covenant, promise and grant, to and with the said P. L. his executors, admini-

nistrators and assigns, and every of them by these presents, that she, the said S. L. her executors or administrators, or any of them, unless it be at the request of the said P. L. his executors, administrators or assigns, or some or one of them, shall not nor will at any time hereafter release, discharge, vacate or make void, the said debt and debts, sum or sums of money hereby assigned and released, to him the said P. L. as aforesaid, or any part thereof, or any proceedings to be had or commenced for the recovery of the same, or do any act or thing whatsoever, whereby to defeat, or any ways impede or hinder the said P. L. of or from all or any lawful proceedings, and taking all and singular the benefit and advantage thereof, for the recovering and receiving all and singular the said debt and debts, sum and sums of money hereby assigned and released to him the said P. L. as aforesaid, or mentioned or intended so to be, according to the true intent and meaning of these presents: And that neither the said S. L. nor her executors or administrators, shall or will at any time hereafter, revoke, or in any wise make void this present letter of attorney, or any of the powers herein and hereby granted. And further, that she the said S. L. her executors and administrators shall and will, from time to time, and at all times hereafter, at the reasonable request, and at the proper cost and charges of him, the said P. L. his executors, administrators or assigns, make, do and execute, such further and other lawful and reasonable act and acts, thing and things, for the better assigning, releasing, recovering or obtaining, all and singular the said hereby assigned and released, or mentioned, or intended to be assigned and released premises, unto him the said P. L. in manner aforesaid, as by the said P. L. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required; and the said P. L. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said S. L. her executors and administrators, that he, the said P. L. his heirs, executors and administrators, shall and will, at all times hereafter, indemnify, defend, and save harmless, the said S. L. her heirs, executors and administrators, of and from all costs, charges, losses, damages and expences, which she or they shall or may sustain, or be put unto, for or by reason or means of any action or actions, suit or suits, that shall or may be brought or commenced against any person or persons whatsoever, debtors to the estate of the said P. L. deceased, by virtue of these presents. In witness &c.

1 Will. Convey. 30.

An assignment of a share of the residuary part of a personal estate.

TO ALL to whom these presents shall come, G. P. of &c. sendeth greeting : Whereas D. P. late of &c. deceased, by his last will and testament in writing, bearing date on or about the —— day of &c. after the several legacies therein mentioned, and his funeral and lawful debts were paid, did declare his mind and will to be, that all the rest and residue of his estates should be placed out by his executors, upon some government securities, in trust, to pay the dividends and interest to his daughter S. S. wife of I. S. during her natural life, upon her own private receipt, without the intervention of her husband, and after her decease his said executors should transfer by equal portions, the stocks in which the said rest and residue of his estate should have been placed to the children which his said daughter S. should leave at the time of his death, at their respective ages of twenty-one years, the dividends and interest of the said stocks, in the mean time to be paid and laid out for their respective maintenances and education, and in case his said daughter should die without leaving any children, or if she leave any, and such issue should happen to die before they attained the age of twenty-one years, then he willed that after the death of his said daughter, she dying without issue, his estate should go to the children of his cousin A. P. and of his said will, did nominate I. P. and I. L. executors, as in and by the said will duly proved by the said executors, relation being thereunto had may appear : And whereas, the said executors have paid the debts, legacies and funeral expences of the said testator, and have placed the residue of the said testator's estate in government securities, upon the trusts in the said recited will : And whereas, the said S. S. hath one child now living, and the said testator's cousin, A. P. hath four children living, viz. the said G. P. and two other sons, and one daughter now residing in &c. And whereas, the said I. S. husband of the said S. hath agreed with the said G. P. to purchase of him the part and share of the residue of the said testator's personal estate, so directed to be put out at interest as aforesaid, which will be coming due to him, in case of the decease of the said S. without issue, or of the decease of such issue before the age of twenty-one years, at and for the sum of —— current money. Now know ye, that the said G. P. for and in consideration of the said sum of —— of lawful money of —— to him in hand paid, at or before the sealing and delivery of these presents by the said I. S. well and truly paid, the receipt whereof he the said G. P. doth hereby acknowledge, and himself therewith fully satisfied and contented, hath bargained, sold and assigned, and by these presents doth freely, clearly and absolutely bargain, sell and assign, unto the said I. S. his executors, administrators and assigns, all such part, share and proportion of the residuary part of the

personal estate of the said D. P. deceased, directed by his said recited will to be placed out at interest, by his executors on government securities as aforesaid, as shall at any time or times hereafter, become due to him the said G. P. by or upon the decease of the said S. wife of the said I. S. without issue, or by or upon the decease of such issue before the age of twenty-one years, or otherwise howsoever; and all the right, title, interest, equity, benefit, claim and demand whatsoever, of him the said G. P. of, in or to the same. To have, hold, receive, perceive, take and enjoy the said premises, and every part thereof unto the said I. S. his executors, administrators and assigns, to his and their own proper use and behoof forever. And the better to enable the said I. S. his executors, administrators and assigns, to have and receive the same in case the said contingency shall happen, he the said G. P. doth hereby make, ordain, constitute and appoint the said I. S. his executors, administrators and assigns, his true and lawful attorney and attornies, irrevocable, in the name of him the said G. P. or in his or their own name or names, and to his and their own proper use, to ask, demand, sue for, recover and receive of and from the said I. P. and I. L. and the survivor of them, and the executors and administrators of such survivor, and all and every other person and persons liable to the payment thereof, all such sum and sums of money as shall become due to him the said G. P. by the said recited will, in case of the decease of the said S. without issue, or by the decease of such issue, before the age of twenty-one years; and upon receipt thereof, or of any part thereof, acquittances or other discharges for him, and in his name, or in his or their own name or names, to make and give, and for non-payment to sue and prosecute for the same, as he or they shall be advised, giving and hereby granting to the said I. S. his executors and administrators, full power and authority in the premises, to act and do therein, as fully, to all intents and purposes, as he the said G. P. might or could do, if these presents had never been made. And the said G. P. for himself, his executors, administrators and assigns, doth covenant and agree, to and with the said I. S. his executors, administrators and assigns, by these presents in manner and form following, (that is to say) that he, the said G. P. hath not at any time heretofore made, done, committed or suffered any act, matter or thing, acts, matters or things whatsoever, whereby or wherewith, or by means or occasion whereof, the said contingent interest in the residuary part of the said testator's estate hereby assigned, or intended to be assigned, or any part thereof, is, are, shall or may be released, extinguished, impeached, charged or incumbered, in any manner of wise. And also that he the said G. P. his executors and administrators, shall and will from time to time, and at all times hereafter, upon the reasonable request and at the costs and charges in the law, of the said I. S. his executors, administrators and assigns, make, do and execute,

or cause and procure to be made, done and executed, all such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further and better assigning and assuring the said premises to the said I. S. his executors, administrators and assigns, as by the said I. S. his executors, administrators and assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required. In witness &c.

The attorney must sign the name of his constitutor thus :

G. P. by I. B.

MEMORANDUM.....That I. B. of &c. pursuant to and by virtue of a letter of attorney, and power to him made and given by the within named G. P. did in the name of the said G. P. sign and seal, and as the act and deed of him the said G. P. deliver the within written deed-poll in the presence of us.

I Will. Convey. 83.



An assignment by deed poll indorsed upon a deed of dissolution of partnership, whereby certain creditors assign to one of the partners, the monies left for their use in the hands of the other partner, the first partner having paid to them the amount of such monies.

TO all to whom these presents shall come, the within named W. B. E. H. and M. C. of —, sole executrix of the last will and testament of the within named T. S. send greeting : Whereas, since the execution of the within written deed, the within named T. I. hath paid the said W. B. E. H. and T. S. several sums of money, amounting together to the sum of —, rateably and proportionably in respect of their several debts within mentioned, as by the several receipts hereon indorsed may appear. And the said E. E. hath since fully paid the said W. B. E. H. and T. S. the remainder of their respective debts ; whereby the said E. E. is become entitled to the money remaining unpaid by the said T. I. to the said W. B. E. H. and T. S. pursuant to the covenant within contained for that purpose. Now these presents witness, that for and in consideration of the several sums of money so paid unto the said W. B. E. H. and T. S. respectively as aforesaid, which the said W. B. E. H. and M. C. do hereby severally acknowledge and declare to be in full payment, satisfaction and discharge, of all principal, money and interest, due and owing to them, on the within recited securities ; and thereof, and of, and from every part thereof, do severally acquit, release and forever discharge the said E. E. his heirs, executors and administrators, by these presents.

And also for and in consideration of the sum of five shillings a piece of lawful money of — by the said E. E. in hand paid to the said W. B. E. H. and M. C. at or before the execution of these presents, the receipt whereof is hereby also acknowledged. They, the said W. B. E. H. and M. C. have, and every of them hath bargained, sold, assigned, transferred and set over; and by these presents do, and every of them doth bargain, sell, assign, transfer and set over, unto the said E. E. his executors, administrators and assigns, all that, the several part, share and proportion, right, title, interest, claim and demand whatsoever, of them the said W. B. E. H. and M. C. as executrix, as aforesaid, of, in, and to all and every the sum and sums of money within agreed to be paid by the said T. I. to the said W. B. E. H. and T. S. as aforesaid, now remaining unreceived by them; To have, hold, perceive, receive, take and enjoy the said hereby assigned premises, and every part thereof, unto the said E. E. his executors, administrators and assigns, to his and their own use absolutely forever. And the said W. B. and E. H. each of them separately and apart, for himself, his respective heirs, executors and administrators, and not jointly or one of them for the other, or the acts of the other of them, do severally covenant, promise and agree, to and with the said E. E. his executors, administrators and assigns, by these presents, that they, the said W. B. and E. H. respectively, have not, at any time heretofore made, done, committed or willingly suffered any act, matter or thing whatsoever, whereby, or by reason or means whereof, the premises mentioned or intended to be hereby assigned, or any part thereof is, are, can, shall, or may be released, discharged, impeached or incumbered, in title, charge, estate or otherwise howsoever. And the said M. C. for herself, her heirs, executors and administrators, doth hereby covenant, promise, and agree, to and with the said E. E. his executors, administrators and assigns, that she the said M. C. or the said T. S. deceased, respectively have not at any time heretofore made, done, committed, or wittingly suffered any act, matter or thing whatsoever, whereby, or by reason or means whereof, the premises mentioned or intended to be hereby assigned, or any part thereof, is, are, can, shall or may be released, discharged, impeached or incumbered, in title, charge, estate or otherwise howsoever. In witness &c.

1 Will. Convey. 94.

An assignment from the assignees of a bankrupt to the bankrupt of a leasehold estate, and all monies &c. remaining unsold, and unappropriated, after all his debts are paid, and the commission superseded.

THIS INDENTURE, &c. between I. H. E. A. and I. E. of &c. of the one part; and R. A. of &c. of the other part: Whereas a commission &c. bearing date &c. grounded upon the several statutes made concerning bankrupts, did issue, and was awarded against the said R. A. directed to R. O. I. C. and I. M. together with S. A. and I. M. thereby giving full power and authority unto them the said commissioners, four or three of them; whereof the said R. O. or S. A. was to be one to execute the same. And whereas the said R. O. I. C. and I. M. being the major part in the said commission, named and authorised in execution of the said commission by their indenture of assignment, bearing date the — day of —, for the considerations therein mentioned, did order, bargain, sell, assign and set over, unto the said I. H. E. A. and I. E. their executors, administrators and assigns, a messuage or tenement, with the appurtenances, holden by lease for a term of years then and yet enduring, divers sums of money, plate, jewels, diamonds, rings and several sorts of household goods, and implements of household, and divers debts, sum and sums of money due, owing and belonging to the said R. A. in the schedule thereunto annexed, mentioned, and all other debts, sum and sums of money, goods and other commodities, in the hands, custody, or possession of any person in the schedule thereto annexed, mentioned, or of any other person or persons, or which at any time thereafter should or might become due or owing to the said R. A. or his estate, by any person or persons whatsoever, and all securities had or taken for the same: To hold unto them, their executors, administrators and assigns, in trust nevertheless, to and for the use and benefit of them the said I. H. E. A. and I. E. and all such other creditors of the said R. A. who then had, or thereafter in due time should come in and seek relief by virtue of the said commission, and contribute towards the charges thereof, and to and for no other use, intent or purpose whatsoever, as in and by the said recited indenture, relation being thereunto had, more fully may appear: And whereas the said assignees, by and out of the estate and effects of the said R. A. so assigned as aforesaid, have made full satisfaction unto themselves, and all and every other, the creditors of the said R. A. who paid their contribution money; and came in and sought relief by virtue of the said commission: And they the said assignees, parties to these presents, and the said other creditors, by their deed-poll, under their respective hands and seals, bearing date the — day of &c. for the consideration

therein, for themselves severally, and for those for whom they did subscribe, their several and respective executors, administrators, partners and assigns, did acquit, release and discharge, the said R. A. his heirs, executors and administrators, and his and their goods and chattels, lands and tenements, of, from and against all and all manner of action and actions, cause and causes of action, suits, bills, bonds, accounts, debts, dues, claims and demands whatsoever, either in law or equity, from the beginning of the world, unto the — day of — then last, and did thereby consent and agree, that the said commission of bankruptcy might be superseded, vacated and made void, as in and by the said deed-poll of release, relation being thereunto had, may appear. And whereas, the said message or tenement and lease, and divers other parts of the estate of the said R. A. remain undisposed of, and several debts, sum and sums of money, late due and owing unto him and his estate, are still standing out and unreceived.— Now this indenture witnesseth, that the said I. H. E. A. and I. E. as well for the considerations aforesaid, as for and in consideration of the sum of five shillings apiece, to them severally in hand, at and before the ensealing and delivery of these presents, by the said R. A. well and truly paid, the receipt whereof, they do hereby severally acknowledge, and thereof and of every part thereof, acquit and discharge the said R. A. his executors, administrators and assigns, have and each of them hath granted, assigned, transferred and set over, and by these presents do, and each of them doth grant, assign, transfer and set over, unto the said R. A. his executors, administrators and assigns, as well the said message or tenement and premises, with their appurtenances; and all the estate, right, title and interest, of them the said I. H. E. A. and I. E. as also the indenture of lease by which the said premises are holden; and all and every sum and sums of money, goods, household stuff, plate, linen, jewels, rings and other goods and things, and all debts, sum and sums of money, late part of the estate of the said R. A. and whereto or wherein they or either of them was, or were any ways entitled unto, or interested in, by virtue of the said recited indenture of assignment or otherwise howsoever, and which now remain undisposed of, or are still standing out, due or owing, with their and every of their appurtenances, and all the right, title, interest, term and terms of years, yet to come and unexpired, claim and demand whatsoever of them the said I. H. E. A. and I. E. any or either of them: To have and to hold the said message or tenement and premises, with their appurtenances, and the indenture of lease by which the same is holden unto the said R. A. his executors, administrators and assigns, for and during all the rest and residue of the term of years by the said lease granted, and therein yet to come and unexpired: And to have, hold, ask, demand, sue for, recover, receive and enjoy, all and singular, the said debts, sum and sums of money, now standing out, due and

owing: And all and singular the goods, household stuff, plate, jewels, rings and other the premises, before by these presents assigned and set over or mentioned, and intended to be assigned and set over unto the said R. A. his executors, administrators and assigns, to the only proper use and behoof of him the said R. A. his executors, administrators and assigns, without any account to be given for the same. And this indenture further witnesseth, that the said R. A. for the considerations aforesaid, hath acquitted, released and discharged, and by these presents doth acquit, release and discharge, the said I. H. E. A. and I. E. their executors and administrators, and every of them, of and from all actions, suits, accounts, claims and demands whatsoever, both at law and in equity, for touching or concerning only the surplus of the said estate, or relating thereto, or for, or by reason of their or any of their intermeddling therein; and the said R. A. for himself, his executors, administrators and assigns, doth covenant, promise, grant and agree, to and with the said I. H. E. A. and I. E. severally and respectively, and to and with every of them by these presents, that he, the said R. A. his executors and administrators, shall and will, from time to time, and at all times hereafter, well and sufficiently save, defend and keep harmless, and indemnified, them the said I. H. E. A. and I. E. and every of them, their and every of their heirs, executors and administrators, and his and their goods and chattels, lands and tenements, of and from all future claims and demands, that shall or may be made or claimed, by or out of the said estate or from them the said I. H. E. A. and I. E. as assignees thereof, as aforesaid; and of, from and against, all and all manner of action and actions, suits, arrests, troubles, costs, charges, damages and expences whatsoever, which they the said I. H. E. A. and I. E. or any of them, their, or any of their executors or administrators, shall or may sustain or be put unto, or which shall or may happen to them, or any of them, for or by reason of their and every of their lawful intermeddling in the said commission, or becoming assignees of the said estate, or for or by reason of this present deed of assignment, or any matter or thing relating thereto.

I Will. Convey. 102.

In witness &c.



An assignment in trust for creditors.

THIS INDENTURE, of three parts, &c. between I. G. of &c. of the first part; I. B. P. C. and D. B. of &c. of the second part; and all other the creditors of the said I. G. who shall have signed and sealed these presents, of the third part: Whereas the said I. G. on the day of the date hereof, is justly and truly indebted unto his said creditors respectively, in the several sums in the schedule hereunto annexed, mentioned, which by reason of

divers losses and misfortunes he is unable to make full payment and satisfaction for : And Whereas the said I. G. hath consented and agreed to transfer and assign all and singular the goods, debts, sum and sums of money as are now due, owing, or belonging to him, in trust only, for all such of his said creditors, who shall sign and seal these presents towards payment and satisfaction of their several respective debts, without any undue preference. Now this Indenture witnesseth, that the said I. G. for and towards payment and satisfaction of the several and respective debts of all such of his said creditors, and in consideration of the sum of five shillings of lawful money of — to the said I. G. in hand by the said I. B. P. C. and D. B. at or before the sealing and delivery of these presents, well and truly paid ; the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said I. B. P. C. and D. B. all and singular the goods, debts, sum and sums of money due, owing, or belonging to the said I. G. and all securities had, taken, or obtained for the same, and also all the right, title, interest, claim, and demand whatsoever of him the said I. G. of, in, or to the same, or any part thereof ; To have and to hold, receive and take, all and singular the said goods, debts, sum and sums of money hereby assigned, or mentioned, or intended so to be, with their and every of their appurtenances unto the said I. B. P. C. and D. B. their executors, administrators and assigns from henceforth forever : Upon trust nevertheless and to the intent and purpose that they the said I. B. P. C. and D. B. their executors and administrators, do, and shall, with all convenient speed, make sale and disposition of the said goods for the most and best price they can get for the same, and use their best endeavours by all lawful ways and means to obtain, recover and receive into their hands and possession, all and singular the said debts, sum and sums of money due and owing to the said I. G. and that after a deduction of all such reasonable costs, charges, and expences as they the said I. B. P. C. and D. B. their executors and administrators, shall really pay and expend, relating to the execution of the trust, and of a year and a half's rent to S. O. for the dwelling house of the said I. G. situate in &c. to become due on the — day of — next, then upon trust, that all the remainder of all such goods, debts, sum and sums of money so belonging to, and due and owing to the said I. G. and which shall be had, recovered and received by them the said I. B. P. C. and D. B. their executors or administrators, by virtue of these presents, shall be distributed and divided unto and amongst the said I. B. P. C. and D. B. their executors and administrators, and all the other creditors of the said I. G. who shall have signed and sealed these presents, equally and proportionably, according to their respective debts, in the schedule annexed, mentioned, and to and for no other use,

intent and purpose whatsoever : And for the better and more easy getting in and receiving of all and every the debt and debts, sum and sums of money now due, owing, or belonging unto the said I. G. ; the said I. G. hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute and appoint the said I. B. P. C. and D. B. their executors and administrators, his true and lawful attornies irrevocable, in the name of him the said I. G. or in their own name or names, or otherwise, but to and for the only proper use and benefit of them the said I. B. P. C. and D. B. and all such of the said creditors of the said I. G. who shall sign and seal these presents, to ask, demand, sue for, recover and receive, of and from all and every person and persons any ways indebted to the said I. G. all and every sum and sums of money by them respectively due and owing unto the said I. G. in trust nevertheless to and for the uses aforesaid, and upon receipt thereof, or of any part thereof, acquittances or other discharges in the name of him the said I. G. his executors or administrators, or in the said trustees own name or names, to make, and give, and for default of payment thereof, or of any part thereof, the said several persons, every or any of them, to sue, prosecute, imprison, and implead, and to compound and agree for all or any of the said debts, as they or the survivor of them shall see occasion ; and upon such composition or other agreement the said persons, or any or either of them out of prison to deliver, and also for the purposes aforesaid one or more attorney or attornies, under them, and the survivor of them to constitute and appoint, and to do and perform all and every such further and other lawful and reasonable act and acts, thing and things, as shall be necessary, for the better and more speedy recovering and getting in the said debt and debts, sum and sums of money and every of them : And the said I. G. for himself, his executors and administrators, doth covenant, promise and agree to and with the said I. B. P. C. and D. B. their executors and administrators by these presents in manner and form following (that is to say) that he the said I. G. or any other person or persons, by his order or for his use shall not nor will at any time hereafter make, do, commit, or suffer any act, matter, or thing whatsoever, to release or discharge any the debt or debts, sum or sums of money due, and owing unto him the said I. G. as aforesaid, or any part thereof, nor shall nor will revoke the power and authority hereby given, nor obstruct nor hinder the said I. B. P. C. and D. B. or any or either of them, in the recovering, receiving and getting in the same, but shall and will permit and suffer the said I. B. P. C. and D. B. their executors and administrators, and every of them peaceably and quietly to recover and receive all and singular the said debts, sum and sums of money, to and for such use and benefit as aforesaid, hereby ratifying and allowing all and whatsoever the said I. B. P. C. and D. B. their executors or administrators, shall lawfully do, or

cause to be done, in and about the premises, by virtue of these presents: And further that he the said I. G. at the request, costs, and charges of the said creditors, shall and will from time to time and at all times hereafter, make, do, and execute; all and every such further and other acts, matters and things, for the further and better assigning and assuring all and singular the premises herēin before mentioned or intended to be hereby assigned, to and for the uses, intents and purposes, herein before expressed, as by their or any of their counsel learned in the law, shall be reasonably advised or required; and that he the said I. G. his executors and administrators, shall and will from time to time, and at all times hereafter, as often as there shall be occasion, upon every reasonable request or notice to him or them given, by the said I. B. P. C. and D. B. or some or one of them assist them in making up his accounts, and in the settling of any disputes that shall at any time hereafter arise or happen, touching or concerning any of the debts or sums of money whatsoever, due and owing to the said I. G. and also in the proving and getting in of the said debts, according to the best of his power and ability: And the said I. B. P. C. and D. B. for themselves severally, and not jointly, and for their several and respective executors and administrators, do and each and every of them doth covenant, promise and agree, to and with the other creditors of the said I. G. by these presents, that they the said I. B. P. C. and D. B. their executors and administrators, shall and will from time to time, and at all times hereafter, as often as they shall be thereunto required by the said creditors, or any three or more of them, whose debts shall amount in the whole to the sum of — or upwards, make, render, and give unto him, her or them demanding the same, a just account of all such sum or sums of money as shall be by them or either of them received or got in, for or upon the account of the goods, debts, sum and sums of money so belonging, due and owing to the said I. G. together with the time when, and also the names of the persons of whom any money shall be received, and where they live, and also shall and will, upon request and notice to them, or the survivor or survivors of them, given by all the other creditors of the said I. G. (or any three or more of them, whose debts in the whole shall amount to the sum of —, or upwards) well and truly pay, distribute and divide the same unto and amongst them the said I. B. P. C. and D. B. and all and every of the other creditors of the said I. G. who shall have signed and sealed these presents as aforesaid, and so from time to time, and at all times hereafter, pay, distribute and divide, all such monies as shall be received and gotten in by them the said I. B. P. C. and D. B. their executors or administrators, as often as the other creditors of the said I. G. shall desire and demand the same, to and amongst themselves, and all and every of the other creditors of the said I. G. as aforesaid, share and share alike, according to the proportions of their several

and respective debts : And also that they the said I. B. P. C. and D. B. their executors and administrators, shall and will deal justly and faithfully, according to their power and ability, skill and knowledge, in the execution of the trusts hereby reposed in them : And all the said creditors parties to these presents for the consideration aforesaid, and for other good causes and considerations therein thereunto moving, do, for themselves severally and respectively, and not jointly, and for their several and respective executors and administrators, partners and assigns, and not the one for the others act, or for the executors or administrators of the others of them, covenant, promise and agree, to and with the said I. G. his executors and administrators, and every of them by these presents, that neither they the said creditors, parties to these presents, nor their executors or administrators, partners or assigns, or any of them shall or will in any manner or wise sue, arrest, implead or prosecute him the said I. G. his executors or administrators, or any of them, or his, their, or any of their goods, chattels, lands or tenements, for or upon account of any debts or sums of money, now due or owing unto them or any of them, and in case any of the said creditors, parties to these presents, their executors or administrators, partners or assigns, shall sue, arrest, implead, imprison or prosecute the said I. G. his executors or administrators, or any of them, for any such debts due and owing from the said I. G. as aforesaid, that then these presents shall be a sufficient release and discharge, to all intents and purposes at law or in equity, to and for the said I. G. his executors and administrators, and he and they shall be, and are hereby acquitted, released and discharged, against them the said creditors and every of them, their and every of their executors and administrators, partners and assigns, who shall sue, arrest, imprison, implead or prosecute the said I. G. his executors or administrators, contrary to the true intent and meaning of these presents, and as such shall and may be pleaded by him the said I. G. his executors and administrators : And it is hereby agreed by and between all the said parties to these presents, that they the said I. B. P. C. and D. B. their executors and administrators, and every of them shall and may be allowed and paid such costs, charges and expences, as they or either of them shall sustain or be put unto for or by reason of the execution and management of the trust hereby in them reposed or any wise touching or concerning the same : And then it shall and may be lawful to and for the said I. B. P. C. and D. B. their executors and administrators, to act in execution of the trust, in such manner as they shall think fit : Provided always, and it is hereby agreed by and between all the said parties to these presents, that none of the creditors of the said I. G. whose debts or part thereof are mentioned in the schedule hereunto annexed, to be due on notes of the said I. G's. hand ; or the executors, administrators or assigns, of them or any of them, shall for or in respect of their debts respectively

mentioned in the said schedule, to be due on notes as aforesaid, receive any share or proportion of the goods, debts and effects hereby assigned, until they shall have first severally delivered up the said notes to the said I. B. P. C. D. B. and I. G. or to some or one of them to be cancelled; any thing herein before contained, to the contrary notwithstanding: And the several creditors of the said I. G. whose debts or part thereof, are mentioned in the schedule hereunto annexed, to be due on notes as aforesaid, and who shall have signed and sealed these presents for themselves severally and respectively, and not jointly, and for their several and respective heirs, executors and administrators, do, and each and every of them doth covenant, promise and agree, to and with the said I. G. his executors and administrators, by these presents, that they the said creditors respectively, their respective heirs, executors and administrators, shall and will from time to time, and at all times hereafter, so far as concerns their respective debts due to them from the said I. G. on notes of hand as aforesaid, until the said notes shall be severally delivered up to be cancelled as aforesaid, save, defend, keep harmless and indemnified, him the said I. G. his executors and administrators, and his and their goods and chattels, lands and tenements, of, from and against the said notes, and all costs, charges, damages and expences, that shall happen or come to him or them, for or by reason of the non-payment thereof, respectively: Provided also, and it is hereby agreed by and between the said parties to these presents, that in case so many of the creditors of the said I. G. mentioned in the schedule hereunto annexed, whose debts in the whole, amount unto the sum of —, shall not have duly signed and sealed these presents, on or before the — day of — next ensuing, then these presents and every covenant, clause and thing herein contained shall cease, determine and be utterly void and of none effect, and that then and in such case, what monies shall be received (if any) by all or any of the said creditors, shall go and be repaid unto the said I. G. any thing herein before contained to the contrary thereof notwithstanding: Provided also, and it is agreed by and between the said parties to these presents, that in case the said I. B. P. C. and D. B. any or either of them, their or any or either of their executors or administrators, shall receive out of the said assigned premises, more than sufficient to pay and discharge all and singular the several debts mentioned in the schedule hereunto annexed, (over and besides defraying the charges of the execution of the trusts herein reposed in them) that then the said I. B. P. C. and D. B. their executors or administrators, shall and will at the request of the said I. G. his executors or administrators, pay to him or them, all such overplus money, this indenture or any thing therein contained, to the contrary thereof, in any wise notwithstanding. And lastly, it is hereby mutually declared and agreed, by and between all the said parties, that they the said I. B. P. C. and D. B. as often as

they or any of them shall, by receipt of any of the said debts of the said I. G. or any of them, or by sale of any of his goods and effects, have received the sum of —, shall immediately pay the same into the bank of —, there to remain until a dividend shall be made thereof, according to the true intent and meaning of these presents, and that the said trustees shall retain in their hands, the proportion of the debts and effects hereby assigned, as shall belong to such of the said creditors, parties hereto, in respect of so much of their debts, as shall be owing to them by promissory notes, under the hand of the said I. G. until the said notes shall be delivered up to the said I. G. or his order, to be cancelled; any thing herein before contained, to the contrary thereof, in any wise notwithstanding. In witness &c.

1 Will. Convey. 105.



An assignment of the equity of redemption of mortgaged premises from an administrator to the mortgagee.

THIS INDENTURE, made this — day of &c. between I. W. of &c. (administrator of the goods, chattels, rights and credits of his brother W. W. late of &c. deceased,) of the one part; and I. T. of &c. of the other part: Whereas by indenture of lease, bearing date on or about the — day of &c. made or mentioned to be made between P. H. of &c. widow, deceased, of the one part; and W. W. late of &c. brother of the said P. H. also deceased, of the other part; the said P. H. for the considerations therein mentioned, did demise unto the said W. W. his executors, administrators and assigns, all that messuage or tenement with the appurtenances, situate, lying and being &c. with all and singular lands, tenements, meadows, pastures, woods, underwoods and hereditaments thereunto belonging, or in any wise appertaining, then in the tenure or occupation of the said P. H. to hold the said premises with their appurtenances, unto the said W. W. and his assigns from the — day of —, then last past, for and during and unto the full end and term of — years from thence next ensuing, and fully to be completed and ended at and under the yearly rent of — current money payable to the said P. H. during her natural life by equal half yearly payments, as in and by the said indenture relation being thereto had, may appear: And whereas the said messuages, lands, tenements, hereditaments and premises demised by the said recited indenture of lease to the said W. W. as aforesaid, afterwards by good and sufficient acts or means in the law, devolved upon and became absolutely vested in his grand nephew the said W. W. for the residue of the said term of — years granted thereof as aforesaid.

And whereas by indenture of demise or mortgage, bearing date on or about the — day of — which was in the year &c. made or mentioned to be made between the said W. W. the grand nephew, of the one part; and S. R. late of &c. deceased, of the other part; the said W. W. party thereto, in consideration of the sum of — current money therein mentioned, to be paid to him the said S. R. did demise, grant, bargain and sell unto the said S. R. his executors, administrators and assigns amongst other things, the said lands, tenements, hereditaments and premises, demised by the said recited indenture as aforesaid; to hold the same unto the said S. R. his executors, administrators and assigns, from the day of the date thereof for the term of — years from thence next ensuing, and fully to be complete and ended; subject nevertheless to a proviso in the indenture now in recital, contained for redemption of the said premises by the said W. W. *his heirs or assigns* on payment to the said S. R. his executors, administrators or assigns, of the sum of — current money, with interest for the same, after the rate of *six* pounds current money, for every hundred pounds by the year, on the — day of —, then next ensuing the date thereof; And whereas by indenture of assignment, bearing date on or about the — day of —, which was in the year — made or mentioned to be made between M. R. of &c. (sole executor of the last will and testament of the aforesaid S. R. then deceased) of the one part, and the said I. T. party hereto, of the other part; reciting the said indenture of mortgage, and that there was then justly due to the said M. R. the principal sum of —, all interest for the same being paid off, and discharged, and that the said M. R. having occasion for the same, the said I. T. had at his request, advanced him the same, and for re-payment thereof with interest, had agreed to take an assignment of the said demise or mortgage from the said M. R. It is witnessed that the said M. R. in consideration of the sum of — current money therein mentioned, to be paid him by the said I. T. did assign, transfer and set over unto the said I. T. his executors, administrators and assigns the said messuages, lands, tenements, hereditaments, and all and singular other the premises in and by the said recited indenture of the — day of &c. demised to the said S. R. as aforesaid, and all the estate, right, title, interest, claim and demand whatsoever of him the said M. R. of, in, and to the said premises, together with the same indenture of mortgage, and all benefit and advantage thereof; To hold the said premises unto the said I. T. his executors, administrators and assigns, from the day of the date thereof, for and during all the residue and remainder then to come and unexpired, of the said term of — years, therein subject nevertheless to a proviso therein contained, for redemption of the said premises, on payment, by the person or persons entitled to the equity of redemption of the said sum of — with interest;

as aforesaid, at the time therein mentioned, which is long since past; as in and by the said two last in part recited indentures, relation being thereto had respectively, may appear.

And whereas the said W. W. the grand nephew, is lately dead, intestate, and administration of his goods, chattels, rights and credits hath been duly granted to the said I. W. party hereto; And whereas there is now due to the said I. T. on the said recited security, the principal sum of —, all interest for the same having been discharged to the day of the date hereof; And whereas the said I. T. hath contracted and agreed with the said I. W. for the absolute purchase of the said lands and premises demised by the said recited indenture of lease to the said W. W. for all the residue and remainder now to come and unexpired of the said several and respective terms of — years, and — years so granted thereof as aforesaid, and all right and equity of redemption in and to the same as aforesaid for the price or sum of — current money, whereout is to be deducted or allowed the said principal sum of — so remaining due to the said I. T. as aforesaid: Now this indenture witnesseth that as well for and in consideration of the said sum of — so remaining due to the said I. T. as aforesaid, as also for and in consideration of the sum of — to the said I. W. in hand paid, by the said I. T. at and before the sealing and delivery of these presents, the receipt whereof being the full consideration of the absolute purchase of the several lands and premises aforesaid and herein after mentioned, to be hereby assigned, he the said I. W. doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release, and forever discharge the said I. T. his executors, administrators and assigns by these presents; he the said I. W. hath granted, bargained, sold, assigned, released, transferred and set over, ratified and confirmed, and by these presents doth grant, bargain, sell, assign, release, transfer, and set over, ratify, and confirm unto the said I. T. his executors, administrators and assigns, all those the said messuages or tenements, and all and singular other the premises comprised in the said recited indenture of lease, and thereby demised and granted, or therein mentioned and intended to be thereby demised or granted, by the said P. H. to the said W. W. and so afterwards devolved upon the said W. W. the grand nephew, and by him among other things so demised or mortgaged to the said S. R. and so assigned or passed over by the said M. R. to the said I. T. as aforesaid with their and every of their appurtenances, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, term and terms of years yet to come and unexpired, use, trust, possession, benefit, property, and all right, power, and equity of redemption, as well prior or original, as means, derivative, or resulting, claim and demand whatsoever, both at

law and in equity of him the said I. W. of, in, to or out of such several premises or any part thereof, together with the said several herein before in part recited indentures, and all benefit and advantage thereof, respectively ; To have and to hold the said messuages, tenements and all and singular other the premises herein before mentioned, or intended to be hereby assigned, with their and every of their appurtenances, unto the said I. T. his executors, administrators, and assigns, from henceforth, for and during all the rest and residue and remainder now to come and unexpired, of the said several respective terms of — years, and — years, so in and by the said several herein before in part recited indentures of lease or demise granted thereof as aforesaid, absolutely freed, released, and discharged of and from all, and all manner of right, title, power, equity, and benefit of redemption whatsoever : And the said I. W. for himself, his heirs, executors, and administrators doth covenant, promise, and agree to and with the said I. T. his executors, administrators, and assigns, by these presents, in manner following (that is to say) that for and notwithstanding any act, matter, or thing by him the said I. W. or the said P. H. W. W. and W. W. the grand nephew, or any, or either of them, made, done, committed, or wittingly or willingly suffered to the contrary, the said recited indenture of lease or demise of the — day of &c. is at the time of the sealing and delivery hereof, a good subsisting and sufficient lease, valid in the law, of and for the premises thereby demised, and not forfeited, surrendered, or become void, or voidable : And that he the said I. W. now hath in himself, good right, full power, and lawful authority, to grant, assign, and transfer, release, ratify or confirm all and singular the premises mentioned or intended to be hereby assigned, with the appurtenances unto the said I. T. his executors, administrators and assigns, in manner and form aforesaid, and according to the true intent and meaning of these presents : And that he the said I. T. his executors, administrators or assigns shall and may peaceably and quietly enter into, have, hold, occupy, possess, and enjoy the said lands, tenements, hereditaments and premises mentioned or intended to be hereby assigned with the appurtenances, and receive and take the rents, issues and profits thereof, and of every part thereof, from henceforth to grow due, to and for his and their own use and benefit, for and during all the rest and residue now to come and unexpired, of the said several and respective terms of — years, and — years therein, without the lawful let, suit, trouble or interruption, of or by the said I. W. his executors or administrators, or any other person or persons lawfully claiming or to claim, by, from, under, or in trust for him, them or any of them, or the said P. H. W. W. and W. W. the grand nephew or any or either of them ; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said I. W. his executors or administrators, well and sufficiently

saved, kept harmless and indemnified, of, from, and against all and all manner of former and other deeds, gifts, grants, bargains, sales, assignments, mortgages, wills, surrenders, re-entries, judgments, executions, arrears of rent, taxes, assessments, and of, from, and against all other estates, titles, troubles, charges, and incumbrances whatsoever. And moreover that he the said I. W. his executors and administrators, and all and every other person and persons, having or lawfully claiming, or to claim any estate, right, title, trust or interest, of, into or out of the said premises mentioned, or intended to be hereby assigned or any part thereof, from, by, under or in trust for him or them, or the said P. H. W. W. and W. W. the grand nephew, any or either of them, shall and will at any time or times hereafter, upon the request, and at the proper costs and charges, in the law, of the said I. T. his executors, administrators or assigns, make, do, and execute, or cause and procure to be made, done and executed, all and every such further and other lawful and reasonable acts, deeds, conveyances, assignments, devises, and assurances in the law, whatsoever, for the better, more perfect, and absolute conveying, assigning and assuring, ratifying and confirming the said hereby assigned premises, and every part and parcel thereof with the appurtenances unto the said I. T. his executors, administrators and assigns, for and during all the residue and remainder which shall be then to come and unexpired of the said several and respective term of — years, and — years therein, absolutely freed, released and discharged of and from all and all manner of right, title, power, and equity of redemption whatsoever, as by the said I. T. his executors, administrators or assigns, or his or their counsel learned in the law shall be reasonably devised or advised and required.

In Witness, &c.

1. Will. Convey. 119.



An assignment of an annuity left by will.

WHEREAS R. D. late of &c. in and by his last will and testament in writing, bearing date the — day of — which was in the year &c. gave and bequeathed unto his brother P. D. one annuity or clear yearly sum of *fifty* pounds, to be paid quarterly, during the natural life of the said P. D. and the said testator by his said last will (amongst other things) charged all his estate, &c. with the payment of the said annuity, as by the said will, relation being thereunto had may appear; and whereas the said testator soon after died, without altering or revoking his said will; and whereas the said P. D. by deed-poll bearing date the — day of — last, for the consideration therein mentioned, did bargain, sell, assign, transfer and set over unto I. G. of &c. the said annuity or yearly sum of *fifty* pounds payable to him as

aforesaid, and which should from time to time become and grow due and payable, by virtue of the said recited will, and all his estate, right, title, interest, property, claim or demand, of, in and to the same; To hold, receive, perceive, take and enjoy the said hereby assigned premises, from time to time as the same should become due and payable unto the said I. G. his executors, administrators and assigns, as and for his and their own proper monies: And whereas I. T. of &c. hath contracted and agreed with the said I. G. for the purchase of the said annuity so assigned to him as aforesaid, and the arrears thereof, from the — day of — last, to which time the said annuity was paid to the said P. D. at and for the sum of — pounds: Now know all men by these presents, that I the said I. G. for and in consideration of the said sum of — current money of — to me in hand well and truly paid by the said I. T. at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good causes and considerations, me hereunto moving have bargained, sold, assigned, transferred and set over, and by these presents do bargain, sell, assign, transfer and set over unto the said I. T. the said recited annuity or yearly sum of *fifty* pounds, so assigned or set over to me as aforesaid, and which shall from time to time become and grow due and payable by virtue of the said recited will, and the said recited deed-poll of assignment thereof, and the said arrear of the said annuity, and all my estate, right, title, interest, property, claim or demand, of, in and to the same; To have, hold, receive, perceive, take and enjoy the said hereby assigned premises, from time to time, as the same shall become due and payable, and the said arrear unto the said I. T. his executors, administrators and assigns, as and for his and their own proper monies: And for the considerations aforesaid, and for the better enabling the said I. T. to recover, and receive the said hereby assigned monies, I the said I. G. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint the said I. T. his executors, administrators and assigns, to be my true and lawful attorney and attornies, irrevocable, in my name, or otherwise, but to the sole use and behoof of him the said I. T. his executors, administrators and assigns, to ask, demand and receive of and from all persons whom it doth and may concern, the said annuity or yearly sum of *fifty* pounds payable as aforesaid, during the natural life of the said P. D. and the said arrears thereof, and to bring, commence or prosecute any action, suit or process, either at law or in equity, for the recovering and obtaining thereof, as shall be requisite and necessary, and attornies one or more under him or them to substitute, and at pleasure to revoke, and to do and perform all and every other lawful act and acts, thing and things, in and touching the premises, as fully and effectually to all intents and purposes as I the said I. G. might or could have done, be-

fore the execution of these presents : And lastly, I the said I. G. do hereby covenant, promise and agree, to and with the said I. T. his executors, administrators and assigns, that I the said I. G. upon every reasonable request of the said I. T. his executors, administrators and assigns, shall and will make, do and execute, or procure to be made, done and executed, all and every such further and other lawful and reasonable act and acts, thing and things whatsoever, for the further, better, more perfect and absolute assigning and assuring the said annuity or yearly sum of *fifty* pounds, and the said arrears thereof, unto the said I. T. his executors, administrators and assigns, as by the said I. T. his executors, administrators or assigns or his or their counsel learned in the law, shall be reasonably devised or advised, or required. In Witness, &c.

1. Will. Convey. 162.



An assignment of a pension until money due, upon a bond, shall be satisfied thereout.

TO all to whom these presents shall come, H. L. of &c. sendeth greeting : Whereas the said H. L. by his bond or obligation, under his hand and seal, bearing date on or about the — day of —, which was in the year of our Lord &c. became bound to E. H. of &c. (here recite the bond.) And whereas the said E. H. is since dead, having first made his last will and testament in writing, bearing date the &c. and thereof constituted and appointed S. T. and I. R. of &c. executors of his said will, as in and by the said will duly proved in the &c. reference being thereunto had, will appear. And whereas there is now justly due and owing from the said H. L. to the said S. T. and I. R. on the said bond, as executors aforesaid, the sum of —. And whereas the said H. L. is entitled during his life to a pension of £. 100 a year, granted unto him by &c. payable &c. which pension the said H. L. hath agreed to assign unto the said S. T. and I. R. for the better securing the payment of the said sum of — so remaining due on the said recited bond as aforesaid, with lawful interest for the same. Now know ye, that the said H. L. for the end and purpose aforesaid, and in pursuance and performance of the said agreement, and for and in consideration of the sum of one dollar of lawful money of the United States of America, to him in hand, at or before the sealing and delivery of these presents by the said S. T. and I. R. well and truly paid, the receipt whereof he the said H. L. doth hereby acknowledge, hath assigned, transferred and set over, and by these presents doth assign, transfer and set over, unto the said S. T. and I. R. their executors, administrators and assigns, the said pension of £. 100 a year, granted unto him by &c. as aforesaid ; and all benefit and advantage whatsoever, to be had, gotten

or obtained thereby, or by means or in respect thereof: To have, hold, receive, take and enjoy, the said pension hereby assigned, or intended to be hereby assigned unto the said S. T. and I. R. their executors, administrators and assigns, for and during so long time, and until the said sum of — pounds so due and owing from the said H. L. to the said S. T. and I. R. as executors as aforesaid, on the said recited bond, with lawful interest for the same, shall be fully satisfied and paid (if he the said H. L. shall so long live.) And the better to enable the said S. T. and I. R. their executors, administrators and assigns, to receive the said pension hereby assigned, when and as the same shall from time to time become due, he the said H. L. hath made, ordained, constituted and appointed, and by these presents doth make, ordain, constitute and appoint, the said S. T. and I. R. and each of them, and the executors and administrators of the survivor of them, his true and lawful attorney and attornies irrevocable, in his name and stead, or in their or either of their own name or names, but to and for the purposes aforesaid, to ask, demand, receive and take, of and from &c. &c. and of and from all and every other person or persons hereafter, to be appointed to pay the same, the said pension of £. 100 a year, so granted to the said H. L. by and &c. as aforesaid, when and as the same shall from time to time become due and payable, for and during so long time, and until the said sum of — so due and owing from the said H. L. to the said S. T. and I. R. as executors as aforesaid, with lawful interest for the same, shall be fully paid and satisfied (if he the said H. L. shall so long live.) And upon receipt thereof, or any part thereof, to make and execute any lawful release or discharge for the same. And further, to do all and every other act and acts, thing and things whatsoever, which shall be needful or necessary to be done in or about the premises, for receiving thereof in as full, large, ample and beneficial a manner, to all intents and purposes, as he the said H. L. might or could do in his proper person, if these presents had not been made; he the said H. L. hereby ratifying and confirming all and whatsoever the said S. T. and I. R. and each of them, and the executors and administrators of the survivor of them, shall lawfully do, or cause to be done, in or about the premises, by virtue of these presents. And the said H. L. for himself, his heirs, executors and administrators, and for every of them, doth hereby covenant, promise and agree, to and with the said S. T. and I. R. their executors, administrators and assigns, and every of them by these presents, that the said H. L. shall not, nor will at any time hereafter, revoke or make void the letter of attorney herein before contained, or do any act or thing to defeat or hinder the said S. T. and I. R. or either of them, or the executors or administrators of the survivors of them, in receiving the said pension hereby assigned, according to the true intent and meaning of these presents. And further, that the said H. L. shall and will, from time to time, at

his own proper costs and charges, make, do and execute, such further and other lawful and reasonable act and acts, thing and things, assignments and assurances whatsoever, for the better and more effectual assigning and receiving the said pension hereby assigned, or intended so to be, unto the said S. T. and I. R. for the purposes aforesaid, as by the said S. T. and I. R. their executors or administrators, shall be reasonably advised or required. In witness &c.



An assignment of leasehold premises, by indorsement from an executrix to a purchaser.

TO all to whom these presents shall come, S. B. of &c. the widow of the within named S. B. and sole executrix named in his last will and testament, sendeth greeting: Whereas the said within named S. B. has, since the execution of the within indenture of lease, departed this life, having first made and published his last will and testament in writing, and thereof appointed the said S. B. sole executrix: And whereas, the within demised premises and indenture of lease, were lately put up to sale by public auction, and R. G. of &c. having attended at such sale, and offered the sum of — for the purchase thereof, he was declared to be the highest bidder for the same, and the said premises and indenture of lease, were accordingly sold to him at and for that sum. Now know ye, that for and in consideration of the sum of — to the said S. B. in hand paid by the said R. G. at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged: She the said S. B. hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said R. G. his executors, administrators and assigns, all that piece or parcel of ground, and all and singular other the premises in and by the within written indenture of lease demised or mentioned, or intended to be thereby demised, with their and every of their appurtenances; and all the estate, right, title, interest, term of years to come and unexpired, property, claim and demand whatsoever, either of the within named S. B. or of her the said S. B. as executrix or otherwise, of, in, to or out of the same premises, every or any part thereof, together with the said indenture of lease. To have and to hold the said piece or parcel of ground, and all and singular other the premises hereby, or mentioned to be hereby assigned with their and every of their appurtenances, unto the said R. G. his executors, administrators and assigns, from the — day of — &c. next ensuing the date hereof, for and during all the rest, residue and remainder, which shall be then to come and unexpired, of the term of — in and by the within written indenture of lease granted thereof; subject nevertheless, to the payment of the rent and

performance of the covenants in the same indenture of lease, reserved and contained on the tenant or lessee's part, from thenceforth to be paid, done and performed: And the said S. B. doth hereby for herself, her heirs, executors and administrators, covenant, promise and agree, to and with the said R. G. his executors, administrators and assigns, in manner following, (that is to say) that he the said R. G. his executors, administrators or assigns, paying the rent, and observing and performing the covenants and agreements reserved and contained in and by the said within written indenture of lease, on the tenant or lessee's part, to be paid and performed, from and after the said — day of — next ensuing the date hereof, shall and may from time to time, and at all times thereafter, for and during all the residue and remainder, which shall be then to come and unexpired, of the said term of — years by the within written indenture of lease granted, lawfully, peaceably, and quietly have, hold, occupy, possess and enjoy the said piece or parcel of ground and premises, hereby assigned or intended so to be, with their and every of their appurtenances, and receive and take the rents, issues and profits thereof, and of every part thereof, to and for his and their own use and benefit, without any lawful let, suit, trouble, denial, eviction or interruption of or by the said S. B. her executors, administrators or assigns, or any other person or persons whomsoever, lawfully claiming or to claim, by, from or under her, them or any of them, or by or through her or their act, means, neglect, default or procurement: And that free and clear, and freely and clearly acquitted and discharged, or otherwise by the said S. B. her executors or administrators, well and sufficiently saved, kept harmless and indemnified of, from and against all and all manner of former and other deeds, gifts, grants, bargains, sales, assignments, mortgages, surrenders, re-entries, judgments, executions and all other incumbrances whatsoever: And of and from all arrears of rent, taxes and assessments, until the — day of — now next ensuing. And further, that she the said S. B. her executors or administrators, and all and every other person and persons having or lawfully claiming, or to claim any estate, right, title or interest, of, in, to or out of the said hereby assigned premises, or any part thereof, from, by, under or in trust, either for the within named S. B. or for her the said S. B. her or any of her executors or administrators, shall and will from time to time, and at all times during the continuance of the said term hereby assigned, upon every reasonable request, and at the costs and charges in the law, of him the said R. G. his executors, administrators or assigns, make, do and execute, or cause and procure to be made, done and executed, and all and every such further and other lawful and reasonable acts, conveyances and assurances in the law whatsoever, for the further and better assigning and assuring the said premises, unto the said R. G. his executors, administrators and assigns, for

the then residue of the term within demised, as by the said R. G. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised and required. In witness &c.



An assignment of a bond.

TO all people unto whom these presents shall come, O. P. of &c. sends, greeting, Whereas A. B. of &c. in and by his bond or obligation, bearing date the — day of — stands firmly bound unto the said O. P. his executors, administrators and assigns, in the penal sum of &c. conditioned for the true payment of &c. of lawful money of &c. with legal interest for the same, at or before &c. a day now long since past, as in and by said bond or obligation, and the condition thereunder written, may more fully appear: Now know ye, that the said O. P. for and in consideration of the sum of &c. lawful money of &c. to him the said O. P. in hand well and truly paid by L. M. of &c. at or before the sealing and delivery of these presents, the receipt whereof he the said O. P. doth hereby acknowledge, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign and set over, unto the said L. M. his executors, administrators and assigns, the said in part recited bond or obligation, with the condition there underwritten, and all principal and interest monies thereon due and owing, and all the right, title or interest of him the said O. P. in or to the same. And the said O. P. hath made, ordained, constituted and appointed, and by these presents doth make, constitute and appoint the said L. M. his executors, administrators and assigns, his true and lawful attorney, and attornies irrevocable, for him, and in his name, and in the name of his executors and administrators, but for the sole and proper use and behoof of him the said L. M. his executors, administrators and assigns, to ask, demand and receive of and from the said A. B. his heirs, executors and administrators the monies due on the said bond as aforesaid; and on non-payment thereof, to sue for, recover and receive the same, and every part thereof, and on payment thereof, to deliver up and cancel the said bond, and give sufficient releases and discharges therefor; and one or more attorney or attornies under him or them to constitute and appoint; and whatsoever the said attorney or attornies shall lawfully do in and about the premises the said O. P. doth hereby ratify, confirm and allow. And the said O. P. for himself, his heirs, executors and administrators doth covenant, promise and agree, to and with the said L. M. his executors, administrators and assigns, and every of them by these presents, that he the said O. P. or any person or persons on his behalf, hath not had or received the principal money and interest due on

the said bond, or any part thereof; neither shall he the said O. P. receive or attempt to receive the same; nor shall he the said O. P. in any wise release or discharge the same, or any part thereof but will own, ratify and allow of all lawful proceedings by his said attorney or attorneys for the recovery thereof; he the said L. M. his executors, administrators and assigns, saving the said O. P. his executors and administrators, harmless and indemnified, of from and against all costs, charges and damages whatsoever that may happen to him or them thereby. In Witness, &c.

Signed &c.



Another assignment, to be written on the back of the bond.

KNOW all men by these presents, that I, L. M. of &c. in consideration of the sum of ——— paid to me by A. B. of &c. have granted, bargained, sold, transferred and assigned, and by these presents, do grant, bargain, sell, transfer and assign, unto the said A. B. the within written bond and obligation, being a bond made and executed to me by E. D. of &c. and conditioned for the payment of ———. And I do hereby constitute and appoint the said A. B. my attorney irrevocable, with full power to ask, demand, and if need, to sue for, recover and receive the principal and interest due upon the same to his own use, and when payment shall be made to cancel the said bond, and give a release or releases, discharge or discharges, for the same: And I do grant to my said attorney, power of substituting one or more attorneys under him, if he see fit, engaging to ratify and confirm whatever he shall lawfully do in and about the premises. In Witness, &c.



An assignment of a judgment recovered.

THIS Indenture of assignment made and concluded this ——— day of ——— in the year of our Lord &c. by and between A. B. of &c. on the one part, and C. D. of &c. on the other part: Whereas the said A. B. did by judgment of the ——— court of ——— &c. recover against E. D. of &c. the sum of &c. debt and ——— costs &c. as by the record thereof now remaining in the said court, may appear: Now this indenture witnesseth, that the said A. B. for and in consideration of the sum of ——— current money of ——— to him in hand well and truly paid by the said C. D. at or before the sealing and delivering of these presents, the receipt thereof the said A. B. doth hereby acknowledge; he the said A. B. hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain,

sell, assign, transfer and set over unto the said C. D. his executors, administrators and assigns, the said judgment so recovered, as aforesaid, against the said E. D. and all the benefit and advantage, sum and sums of money, that may be had, obtained or gotten, by reason or means of the said judgment, or any proceedings to be had thereupon: And further, the said A. B. doth by these presents, ordain, constitute, authorise and appoint the said C. D. his executors, administrators and assigns his true and lawful attorney or attornies, irrevocable, in his name, place and stead; but for the sole and proper use and benefit of the said C. D. his executors, administrators and assigns, to sue and prosecute upon the said judgment the said E. D. his executors or administrators, his or their goods or chattels, lands and tenements, for the obtaining and recovering of the debt and sum of money due on the said judgment as aforesaid: And upon satisfaction given or any other end, composition or agreement made of or concerning the said premises, to acknowledge satisfaction on record, or to make and execute any other release or discharge for the same; and also to do all and every other act and acts, thing and things whatsoever which shall be requisite or necessary to be done in or about the premises, as fully and effectually as the said A. B. might or could do the same, being personally present at the doing thereof. And the said A. B. for himself, his heirs, executors and administrators, doth hereby covenant, promise, grant and agree, to and with the said C. D. his executors, administrators and assigns, that he the said A. B. his executors and administrators, shall and will justly allow, ratify and confirm, all and whatsoever the said C. D. his executors, administrators or assigns, shall lawfully do or cause to be done, in or about the premises; and that neither he the said A. B. his executors or administrators, nor any of them, shall or will, at any time or times hereafter, revoke, disannul or make void, this letter of attorney, or any other authority hereby given to the said C. D. his executors, administrators or assigns; nor shall hereafter sue for, or meddle with the said debt or judgment, without the direction, privity or consent of the said C. D. his executors, administrators or assigns, and as he or they shall advise or require.

And the said C. D. for himself, his heirs, executors, and administrators, doth covenant, promise, grant and agree, to and with the said A. B. his executors and administrators, by these presents, that he the said C. D. his executors, administrators and assigns, shall and will from time to time, and at all times hereafter, save, keep harmless and indemnified, the said A. B. his executors and administrators, and his and their goods and chattels, lands and tenements, of, from and against all costs, charges and damages whatsoever, which shall or may any ways become payable by, or be recovered against the said A. B. his executors or administrators, by means or occasion of any action or actions, suit or suits, or

other proceedings, to be brought or carried on in the name of him the said A. B. his executors or administrators, by virtue of any power or authority hereby given unto the said C. D. his executors, administrators or assigns, as aforesaid. In witness &c.

Signed, &c.

An assignment of a bill of sale of goods annexed.

TO all to whom these presents shall come, A. B. of &c. sendeth greeting : Whereas C. D. of &c. in and by his deed or bill of sale, under his hand and seal, bearing date &c. (and which is annexed to these presents) did for the consideration therein mentioned, bargain, sell and deliver, unto me the said A. B. all and every his the said C. D's goods, wares and merchandises, remaining and being in a ware-house belonging to &c. situate in &c. as is in the schedule or inventory to the same deed or bill of sale annexed particularly mentioned and expressed, and all his the said C. D's right, title and interest therein and thereunto, to hold, to and to the use of me the said A. B. my executors, administrators and assigns forever, as by the said recited deed, or bill of sale, and the schedule thereunto annexed, reference being thereto had, may more fully appear : which said bargained premises are in my possession, I having the key of the said ware-house, situate as herein before mentioned, wherein the said goods, wares and merchandises are remaining and being. Know all men by these presents, that I, the said A. B. for and in consideration of the sum of — of lawful &c. to me in hand paid by E. F. of &c. the receipt and payment whereof, I do hereby acknowledge, and myself therewith fully satisfied, have bargained, sold, assigned and delivered, and by these presents in plain open market do bargain, sell, assign and deliver unto the said E. F. all and every the goods, wares and merchandises, in the above recited bill of sale, and schedule thereunto annexed, mentioned, and thereby to me bargained and sold as aforesaid, to have and to hold the said bargained premises unto the said E. F. his executors, administrators and assigns, forever.

Warranty, &c.

In witness &c.

Assignment of a bill of sale of part of a ship, by indorsement.

KNOW all men &c. that I the within named A. B. for and in consideration of the sum of —, to me in hand paid, before the sealing and delivery hereof, by C. D. of &c. the receipt and payment whereof, I do hereby acknowledge, and thereof and of every part thereof, do clearly acquit and discharge the said C. D. his &c. forever, by these presents have bargained, sold, assigned and re-

leased, and by these presents do grant &c. unto the said C. D. the within written bill of sale, and one full and equal — part of the within written mentioned ship or vessel called the —, to me belonging, by virtue of the within bill of sale, and of and in all her masts, sails, sail-yards, anchors, cables, ropes, boats, oars, guns, gun-powder, shot, tackle, apparel, ammunition, furniture, and other the appurtenances within granted, and to the said ship belonging, and all my right, title, interest, claim and demand, of and unto the same, by virtue of the within written bill of sale, or otherwise howsoever, as the said ship or vessel is more particularly described by the within copy of the register thereof. To have and to hold the said within written bill of sale, &c. — part of the said ship, and all other the said premises, with the appurtenances herein before assigned and released unto the said C. D. his &c. to his and their use and uses, and as his and their own proper goods and chattels, from henceforth forever. And I the said A. B. do hereby for me, my &c. covenant and agree to and with the said C. D. his &c. that the said — part of the said ship herein before assigned and released, with the appurtenances, are and be, and so shall remain and continue unto the said C. D. his &c. free and clear of all debts, estates, charges and incumbrances whatsoever, had, made, committed, done or suffered by me, or any other person or persons whatsoever, by or through my means, consent or procurement. In witness &c.



Assignment of a negro female slave, and her mulatto child by indorsement.

I, THE underwritten C. D. mentioned and named in the within written bill of sale, do hereby for and in consideration of the sum of — current money to me in hand paid by E. F. of &c. the receipt and payment whereof, I do hereby acknowledge, assign, transfer and set over unto the said E. F. his heirs, executors and administrators forever, all my right, title, interest and property, to the within negro female-slave named —, and her mulatto male child named —, now of the age of — years; and this assignment further intends the total transfer of mine, my heirs', executors', administrators' and assigns' right, title or interest, any ways appertaining to the within premises. In witness whereof, &c.



Assignment of the eighth part of a ship.

KNOW all men by these presents, that I, A. B. of &c. for and in consideration of the sum of —, lawful money of the United

States, to me in hand well and truly paid, at or before the sealing and delivery of these presents, by C. D. and E. F. of &c. the receipt and payment whereof, I do hereby acknowledge, and of and from every part and parcel thereof do acquit, release and forever discharge the said C. D. and E. F. their heirs, executors, administrators and assigns, and every of them forever by these presents, hath granted, bargained, sold, assigned, transferred and set over, and by these presents do fully, clearly and absolutely grant, bargain, sell, assign, transfer and set over, unto the said C. D. his executors, administrators and assigns forever, one full and equal eighth part of the good ship or vessel called the —, of the burthen of — tons, or thereabouts, now on a voyage to —, whereof G. L. is master. And also one equal eighth part of all and singular, the masts, sails, sail-yards, anchors, cables, ropes, cords, guns, gun-powder, ammunition, small arms, tackle, apparel, boats, oars, provision and furniture, to the said ship or vessel belonging or in any wise appertaining; which said ship or vessel hath been duly registered pursuant to law for that purpose, and a copy of the certificate of such registry is as follows: (*here insert an exact copy of the certificate of the registry and indorsements.*) To have and to hold the said one equal eighth part of the said ship or vessel, and her apparel and stores, and all and singular the premises herein before mentioned, and hereby or intended to be hereby bargained, sold and assigned, with their and every of their appurtenances, unto the said C. D. and E. F. their executors, administrators and assigns, to their own proper use and uses, and as their own proper goods and chattels, from henceforth forever. And I the said A. B. do hereby for myself, my executors and administrators, covenant, promise and agree, to and with the said C. D. and E. F. their executors, administrators and assigns, in manner following, that is to say, that at the time of the sale and delivery hereof, I have in myself, good rightful power and lawful and absolute authority to grant, bargain, sell, assign and set over the said hereby bargained premises, with their appurtenances, and every part and parcel thereof, unto the said C. D. and E. F. their executors, administrators and assigns, in manner aforesaid. And that the said one equal eighth part of the said ship, and all other the above bargained premises, now are, and so from henceforth shall be, remain and continue, unto the said C. D. and E. F. their executors, administrators and assigns, free and clear, and freely and clearly acquitted, exonerated and discharged, of and from all and all former bargains, sales; gifts, grants, titles, debts, charges and incumbrances, whatsoever.* In witness, &c.

(Receipt for the consideration money.)

* When a ship is abroad, a perfect transfer of the property of the whole, may, at the common law, be made by assignment of the bill of sale, and delivery of that and the other documents relating to the ship:

An assignment of part of a cargo on board a ship.

TO all &c. A. B. of &c. and C. D. of &c. part owners of the ship or vessel called the — of the burthen of — tons or thereabouts, whereof F. is master, send greeting. Whereas there is a cargo or adventure of — on board the said ship, and the said ship hath taken in at — of — on account of the part owners of the said ship, which — and — are to be sold and disposed of at — for the owners' account and benefit according to their parts of the said ship. And whereas the said G. H. hath before the sealing hereof paid unto the said A. B. and C. D. the sum of — for the — part of the cost of the said — the receipt and payment whereof the said A. B. and C. D. do hereby acknowledge, and hath paid or is to pay the sum of — for one — part of the costs of the said —, at —, according to the bills drawn on the said A. B. and C. D. for the same. Now know ye, that for and in consideration of the several sums of — and — paid, and to be paid to the said A. B. and C. D. by the said G. H. as aforesaid, the said A. B. and C. D. have bargained, sold, assigned and set over, and by these presents do bargain &c. unto the said G. H. the one full and entire equal — part of the cargo of — on board the said ship, and of and in the said — of —, and of and in all the produce, proceed, effects, gains and advantage by and in respect thereof, or either of them, and all their and either of their right, title, claim and demand of, in and to the same: To have, hold, and receive the same unto the said G. H. his &c. to his and their own proper use and uses, and as his and their own proper goods and chattels forever. And they the said A. B. and C. D. for themselves, their &c. do jointly and severally covenant, &c. to and with the said G. H. his &c. by these presents, in manner following, that is to say: That the said G. H. his &c. shall and may at all times hereafter have, take, receive and enjoy, to his and their own use and uses, one full and equal — part of all the produce, effects, proceeds, profits and

but when actual delivery is possible, such delivery is necessary to make a perfect title to the buyer; if it be not given, she will be lost to the vendee, on the event of a commission of bankruptcy against the seller, or perhaps of an execution against his goods....Abb. on Shipp. p. 20....For the provisions of the act of congress in this behalf....vide act of 31st December, 1792, sec. 14....Amer. Ed....So a transfer of part of a ship abroad is, *a fortiori*, to be effected by the same means which will answer for the transfer of the whole; but when the ship is at home, there is this difference: If there be several part owners, and the vendor of any particular part is in actual possession, he may and should deliver it....If he be not in actual possession, the possession of the other part owners shall be considered the possession of the vendee, and no actual delivery is necessary....Ibid....Where a part is carved out by the sole owner, as by the assignment in the text, he being of course in possession, should by analogy to the former case deliver it to the vendee, *quoad* (with respect to) the part sold.

advantage by and in respect of the said cargo or adventure of ——— laden on board the said ship, and likewise of the said ——— of ——— taken in at ——— without any let, suit, trouble, denial or interruption of or by the said A. B. and C. D. their &c. or either or any of them; and free and clear of all former bargains, sales, assignments, debts, charges and incumbrances whatsoever by them or either of them committed, done or suffered. And that the said A. B. and C. D. their &c. shall and will at all times hereafter do, perform and execute such further acts, deeds and things for the better assigning the said premises hereby sold and assigned unto the said G. H. his &c. and for enabling him and them to demand and receive the same to his and their proper use and uses, as by him or them, or his or their counsel, shall be reasonably advised, devised and required. In witness, &c.



Assignment of a policy of insurance of a ship, pursuant to an award.

TO ALL to whom &c. A. B. of &c. executor of the last will and testament of Q. R. late of &c. sends greeting: Whereas the said A. B. by certain writing or policy of insurance bearing date &c. hath made insurance upon the ship or vessel, called the ———, whereof I. M. is master, for her voyage from M. to L. as thereby, relation &c. which said policy of insurance was so made in the name of the said Q. R. but for the proper account of N. O. of &c. And whereas the said ship was lost in the said voyage. Now these presents witness, that the said A. B. in pursuance of a certain writing of award, bearing date &c. and made and given by &c. under the hands and seals of L. P. and L. O. and in consideration of ——— of lawful money of &c. to him in hand truly paid by the said N. O. the receipt &c. he the said A. B. executor as aforesaid, hath assigned, transferred and set over, and by &c. doth &c. unto the said N. O. the said recited writing or policy of insurance, and all sum and sums of money therein and thereby assured, and which is or are now remaining due and payable thereupon, and all his right, title, interest, claim and demand of, in and to the same. To have, hold, and receive the same unto the said N. O. his &c. to his and their own proper use and uses. And for the better recovery, &c. (Letter of Attorney.) In witness, &c.



Assignment of a patent.

THIS INDENTURE made &c. between A. B. of &c. of the one part; and C, D. of &c. of the other part. Whereas the

said A. B. hath at a great expence invented &c. &c. And whereas on representing the same to the &c. the &c. by letters patent bearing date the — day of — hath given and granted unto the said A. B. his executors, administrators and assigns, and his and their deputy and deputies, servants and agents, special licence, full power and lawful authority to use, exercise and enjoy the said new invention which he the said A. B. hath found out and attained as aforesaid, in or belonging to the said — in such manner, according to such limitations as to him the said A. B. his executors, administrators and assigns, or any of them, shall be thought fit and convenient. And that he the said A. B. his executors, administrators and assigns, shall or may have and enjoy the sole benefit, profit and advantage from time to time coming, growing and arising by reason or means of the said invention, during the term of 14 years from the day of the date of the said letters patent, with a prohibition to all persons whatsoever, other than the said A. B. his agents or assigns, to use the said invention or any thing thereto belonging; as in and by the said letters patent, inrolled &c. may more fully and at large appear. Now this Indenture witnesseth, that the said A. B. for and in consideration of the sum of — to him in hand well and truly paid, at and before the sealing and delivery of these presents, the receipt and payment whereof is hereby acknowledged, hath granted, assigned, transferred and set over, and by these presents doth grant, assign, transfer and set over unto the said C. D. his executors and administrators, the said letters patent, and all the right, title and interest of him the said A. B. of, in and to the new invention aforesaid, granted and secured by the aforesaid patent from &c. as aforesaid, To have and to hold the said letters patent and new invention, with the benefit, profit and advantage thereof to the said C. D. his executors, administrators and assigns, in as full, ample and beneficial a manner to all intents and purposes, as he the said A. B. by virtue of the said letters patent may or might have held and enjoyed the same, if this present assignment had not been made, for and during all the residue of the said term of *fourteen* years granted by the patent above mentioned. And the said A. B. doth by these presents make, ordain, constitute, authorize and appoint the said C. D. his assignee and grantee of and for the said invention, and the benefits, profits and advantages thereof, and of every part thereof, for the residue and remainder of the said term of *fourteen* years, granted by the patent above mentioned. And the said A. B. doth covenant to and with the said C. D. that he the said C. D. his executors and administrators, shall and may by virtue of these presents, have, take, receive and enjoy all profits and advantages whatsoever that may or shall be made for or by reason of the new invention aforesaid; and that he the said A. B. his executors and administrators, shall and will do and execute, or cause or procure to be made, done and executed, all and every

other act and acts, thing and things, devise and devises, for the further, better and more perfect and effectually assigning and assuring the patent above mentioned, and the right, title and interest of the said A. B. his executors, administrators and assigns, as he the said C. D. his executors, administrators or assigns, or his or their counsel learned in the law, shall advise, devise and require. In witness, &c.



An assignment of a lease by an indorsement thereon in satisfaction of a debt.

KNOW all men that I the within named A. B. for and in satisfaction of the sum of — by me due and owing unto C. D. of &c. for goods and merchandizes had and received, and for and in consideration of the sum of one dollar to me in hand paid, at and before the sealing and executing of this indorsement (the receipt whereof I do hereby acknowledge), Have granted, bargained, sold, assigned and set over, and by these presents do grant, bargain, sell assign and set over unto the said C. D. his executors, administrators and assigns, as well this present and the within written indenture, as also the messuages or tenements, hereditaments and premises within mentioned to be demised or granted to me; and likewise all my estate, right, title, interest, claim, property and demand of, in or to the same, which I now have, or hereafter may have or claim, of, in or to the same, either by force, virtue or means of the within written indenture, or otherwise howsoever. Witness my hand and seal this — day of — &c.




An assignment and surrender of demised premises, in consideration of a sum of money paid and of being released from rents reserved, &c.

THIS INDENTURE made this — day of &c. between D. M. of &c. of the one part, and L. T. of &c. of the other part, witnesseth. Whereas by a certain indenture of assignment of lease bearing date on or about the — day of —, and made or mentioned to be made between the said L. T. of the one part, and the said D. M. of the other part, after reciting as therein is recited respecting the original lease, the said L. T. for and in consideration of the sum of five shillings current money to him in hand paid, as also for and in consideration of the rents and covenants reserved and made by the said indenture of assignment did grant, bargain, sell, assign, transfer and set over unto the said D. M. his executors, administrators, and assigns all that part of a lot of ground and pre-

mises, beginning for the same &c. (*recite the indenture of assignment, and the several covenants*) as in and by the said recited indenture of assignment, recorded in liber &c. reference being thereto had will more fully and at large appear. And whereas the said D. M. hath agreed to and with the said L. T. to sell, assign and surrender up the said premises, and all his estate and interest therein unto him the said L. T. his heirs, executors, administrators and assigns, for the consideration or sum of ———, and also in consideration of his the said L. T. undertaking to release and discharge him the said D. M. his heirs, executors or administrators from the payment of all rents, and the performance of all covenants, reserved and contained in and by the above recited indenture of assignment, which have heretofore arisen, or should or might hereafter arise due, by virtue thereof. Now this indenture further witnesseth, that the said D. M. in pursuance of the said agreement, and for and in consideration of the sum of ——— current money of the United States, to him in hand paid by the said L. T. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, surrendered, yielded up and confirmed, and by these presents doth grant, bargain, sell, assign, surrender, yield up and confirm unto the said L. T. his heirs, executors, administrators and assigns, all the aforementioned described part of a lot of ground and premises with the appurtenances thereto belonging; which is more particularly set forth in the aforementioned recited indenture of assignment to him the said D. M. and all the estate, right, title, interest, term of years yet to come and unexpired, property, claim and demand whatsoever as well in equity as in law of him the said D. M. of, in and to, or out of the same premises and every or any part thereof together with all benefits to be derived from the said in part recited indenture of lease, for a renewal of the same at the end of the term of every ninety-nine years as is therein expressed, unto him the said L. T. his heirs, executors, administrators and assigns: To have and to hold the said part of a lot of ground and premises with the appurtenances thereunto belonging, herein before mentioned to be hereby assigned and surrendered with all the right, title, claim and demand of him the said D. M. of, in or to the same or any part thereof unto the said L. T. his executors, administrators and assigns from henceforth, for and during all the rest, residue and remainder now to come and unexpired, of the said term of ninety-nine years in the said recited indenture of lease before mentioned, with the privilege and advantage of the said new lease or leases to be made and executed at the end of every term of ninety-nine years, as is by the said in part recited indenture of lease expressed; subject nevertheless to the payment of rent and performance of the covenants in and by the said recited indenture of lease reserved and contained on the tenant or lessee's part from hence-

forth to be paid, done and performed: And the said L. T. for and in consideration of the premises aforesaid, and also in consideration of the payment of all rent in arrear, reserved by the above recited indenture of assignment, to the date of these presents by him the said D. M. the said L. T. hath, and by these presents doth release, exonerate and for ever quit claim to him the said D. M. his heirs, executors and administrators of all sums of money or rents reserved by the herein before recited indenture of assignment which have heretofore arisen, or might hereafter arise due, by virtue of the said indenture of assignment. In testimony whereof the said D. M. and the said L. T. have hereunto interchangeably set their hands and affixed their seals, the day and year first herein before written.

D. M.  * ~ ~ ~ *

L. T.  * ~ ~ ~ *

Signed, sealed, &c.

MARYLAND, ——— County, sc.

BE it remembered that on this ——— day of ——— &c. personally appears D. M. party to the foregoing (or *within*) instrument of writing before us the subscribers, two of the said states' justices of the peace in and for the county aforesaid, and acknowledges the said instrument of writing to be his act and deed, and the part of a lot of ground and premises, therein described to be the right and estate of the within named L. T. his heirs, executors, administrators and assigns, according to the purport, true intent and meaning, of the said instrument of writing.

Acknowledged before I. S.

A. O.

MARYLAND, ——— County, sc.

BE it remembered, that on this ——— day of ——— &c. personally appears L. T. before us the subscribers, two of the said states' justices of the peace, in and for the county aforesaid, and acknowledges the foregoing (or *within*) instrument of writing to be his act and deed, for the purposes therein declared, according to the purport, true intent and meaning of the same.

Acknowledged before I. S.

A. O.

OF AWARDS OR ARBITRATIONS.

THAT act, by which parties refer any matter in dispute between them, to the decision of a third person, is called a submission; the person to whom the reference is made, an arbitrator; when the reference is made to more than one, and provision made, that in case they shall disagree, another shall decide, that other is called an umpire, the judgment pronounced by an arbitrator or arbitrators, an award; that by an umpire, an umpirage, or less properly an award.

The submission may be purely by the act of the parties themselves; or it may be by their act with the interposition of a court.

When the submission is in writing, it is most commonly by mutual bonds, given by the parties each to the other, in a certain sum penal, on condition to be void on performance of the award; but it is not essentially necessary that they should be so given; they may be given to a third person, or even to the arbitrator himself: And they may be given by other persons than the parties themselves, who will incur the forfeiture, if the parties do not perform the award.

The submission may also be by indenture with mutual covenants to stand to the award.

It is usual in articles of co-partnership, to insert a provision that all disputes arising between the partners relative to their business, or to any covenant in the articles, shall be referred to arbitration. This provision has so far the effect of a submission, that one of the partners cannot sue another, either at law or in equity, for any matter within the terms or meaning of the proviso, without having first had an actual reference, which has proved ineffectual, or a proposal by the plaintiff to refer, and refusal by the defendant.

The extent of the submission may be various according to the pleasure of the parties; it may be of one particular matter only, or of many, or of every subject of litigation between them.

It is usual and even necessary, to fix a time within which the arbitrators shall pronounce their award, for on the one hand, a delay is necessary for instructing the arbitrators, and putting the question in a condition of being determined; and on the other, the time ought to be limited, because it would not be just, that it should be in the power, either of arbitrators or of the parties, to put off the final decision forever.

All kind of authority is in its nature revocable, though made irrevocable by express words; therefore, if one of the parties, before the making of the award, or before the expiration of the time for making it, revoke the authority of the arbitrators, the latter cannot proceed; or if they do, the party revoking is not bound to

perform their award, but may plead the revocation in bar of an action on the award itself; or he may himself recover against the other, in an action for the original cause of dispute; but if one on one side, and two on the other, submit, one of the two cannot revoke the authority of the arbitrator without the other; for being jointly given, it must be jointly taken away.

If the submission be merely verbal, the revocation may be so too: "I discharge you from proceeding any further," said to the arbitrators, will be sufficient; but if the submission was by deed, so also must the revocation be, according to that general principle of law, that every power, authority or obligation, must be discharged with the same solemnities with which it was constituted.

This principle, however, applies only to the case of an express revocation; it does not extend to that which must necessarily be implied by construction of law, from another act of the party; for a collateral act may sometimes amount to a revocation of the authority of the arbitrators. Thus, if a woman while sole, submit to arbitration, and marry before the making of the award, or before the expiration of the time for making it, the marriage is a revocation; because, by that, all the personal property of the wife, and a permanent interest in her real property, which would be bound by the award, vests in the husband.

It is a general rule, that every one who is capable of making a disposition of his property, or a release of his right, may make a submission to an award; but no one can, who is either under a natural or civil incapacity of contracting.* Therefore a married woman cannot be party to a submission, whatever may be the subject of dispute, whether arising before or after her marriage; but the husband may submit for himself and his wife.†

An executor or administrator, may submit a matter in dispute, between another and himself, in right of his testator or intestate; but this reference must be approved by the orphans' court. See testamentary system, November 1798, ch. 8. sec. 12.

It is a general rule, that those only who are parties to the submission, shall be bound by the award.

Thus if a man submit, for himself and partner, all matters in difference between the partnership and another, the partner submitting, shall be bound to perform the award; but the other shall not, because he is a stranger to the submission.

So, in general, a man is bound by an award to which he submits for another.‡

But, if a man authorise another on his behalf, to refer a dispute between the principal and another, an award made in consequence of such a submission, is binding on the principal alone; and it is no objection that the agent had no interest in the subject of the dispute.||

* Com. Dig. Arbitrament. D. 2. † Sti. 351.

‡ 2 Keb. 707, 718. || Dyer, 216. b. 227.

Every one whom the law supposes capable of judging, whatever may be his character for integrity or wisdom, may be an arbitrator or umpire ; because he is appointed by the choice of the parties themselves, and it is then folly to choose an improper person ; but a person cannot be an arbitrator, who, by nature or accident, has not discretion ; as one of non-sane memory, or one who is deaf and dumb, because being deprived of the use of those senses, which are more peculiarly the medium through which knowledge is conveyed to the mind, he cannot be supposed capable of judging : nor an infant, nor a person who is under the controul of another ; as a married woman, a slave, &c. but an unmarried woman may be an arbitratix.

It is a general rule of law, founded on the first principles of natural justice, that a man cannot be judge in his own cause ; so, if a man be constituted arbitrator in a dispute to which he is himself a party, he cannot pronounce an award, for he must, from the nature of the thing, either order himself to do something, or prohibit himself from asserting some claim ; and no man can either impose a command or a prohibition on himself.

When a submission is made to the award of two or more, it is frequently thought prudent, in order to provide a remedy for the case of their finally differing, or not making an award at all, to insert a clause of agreement, that in such case the question shall be referred to the decision of a third person, who is called an umpire. The nomination of this person, is frequently made by the parties themselves, at the time of the submission, and frequently left to the discretion of the arbitrators.

It may perhaps be useful to state some general observations respecting the proceedings necessary to be observed by arbitrators.

When the person to whom the parties have agreed to refer the matter in dispute between them, has consented to undertake the office, he ought to appoint a time and place for examining the matter, and to give notice of such appointment to the parties, or to their attorneys : The parties must attend according to appointment, either in person or by attorney, with such witnesses, and such documents as they may think necessary to substantiate their respective claims. The arbitrator is then to examine those witnesses and documents, as far as he may find such examination necessary or proper, to enable him to form a decided opinion on the merits of the case ; he may also examine the parties themselves, or either of them, if he see good reason for so doing ; or he may call for any other information he may judge necessary.

If the matter be long or intricate, or if he cannot satisfy himself with respect to the decision he ought to give, he may adjourn the matter from time to time, giving notice as at first, of the time and place of every subsequent meeting ; provided that when a time is limited in the submission, he make his award within that time. Where no time is limited, he may take what time he pleases, un-

less either of the parties specially request him to make an award within a reasonable time, and in case of refusal, revoke his submission, for the parties will not be bound by an award after such revocation. Where a time is limited, he cannot make an award after that time, unless it be prolonged. When the submission is by the act of the parties, without the intervention of a court, that prolongation can only be by their mutual consent.

Where an umpire is appointed, and he has occasion to interfere his duty is the same as that of the arbitrators, and therefore it has been held, that he cannot proceed on their report, but must hear the whole matter from the parties themselves, or at least, by proper notice, give them an opportunity of being heard, in the same manner, as if the arbitrators had never examined the matter, or as if he himself had been originally appointed sole arbitrator.* And if the submission be in the common form, the arbitrators cannot decide on one part of the case and leave the rest to the umpire; for he has the whole authority which they had. Yet, as the whole authority, both of the arbitrators and the umpire, is regulated by the submission, and depends entirely upon it, if that be of several distinct matters, with a proviso, that if the arbitrators should, by the time limited, make no award of the whole, or of some parcel, then that the umpire shall have power in the respective cases, to make an award of the whole, or of the remainder. On such a submission, it has been said, that if the arbitrators make an award of part, and not of the rest, then the umpire may make an award of the rest; the whole put together shall be considered as one award, and good, if not inconsistent in its several parts, or at least shall have the same effect as if the whole had been made by one; because it was made according to the authority given by the submission.

The object of every reference is the attainment of a final and certain determination of the controversies referred; a reservation of any point for the future decision of the arbitrator is inconsistent with that object; and therefore it is established as a general rule, that such a reservation is void.

The submission by the litigating parties, to the decision of an individual, arises from the confidence which they repose in his integrity and skill, and is merely personal to him; it is therefore inconsistent with the implied intention of the submission, that the arbitrators or umpire should delegate any part of their authority to another, or refer to him the decision of any point on which they find any difficulty to decide themselves. On this principle it is established as a general rule, that a delegation of authority is void. Therefore, if instead of deciding the matter submitted to him, the arbitrator direct that the parties shall stand to the award of a third person, this is void. And the same rule prevails where the delegation is necessarily implied, as where it is expressed: And

* 39. H. 6. 9. Rel. Arb. p. 7.

therefore if the arbitrators leave the matter incomplete, the defect cannot be supplied; as if they award, that one of the parties shall give a bond to the other without mentioning in what sum, the award is nugatory, because neither the plaintiff nor the defendant can determine the sum.*

Arbitrators may make their award in the evening of the day preceding that before which it is limited to be made, provided they do it before midnight.**

Without going into too lengthy a detail upon this subject, which the size of this book was not intended to admit, it may perhaps be sufficient to state the heads of such particular branches of the general rule, that is, "that the award must be according to the submission," to which they more immediately refer, to be observed in the formation of all awards.

The first branch of the general rule is, that the award must not extend to any matter not comprehended within the submission; but must be according to the submission. Thus if the submission be confined to a *particular* subject of dispute, while there are other things in controversy between the parties, an award which extends to any of these other things is void, as far as it respects them.†

Another branch of the general rule, "that the award must be according to the submission," is "that it must comprehend every thing submitted, and must not be of parcel only." The purpose of the parties in submitting is, to have a final determination of every matter comprehended within their submission; that purpose is not obtained when the award only comprehends a part.

This, however, must be understood with a considerable degree of limitation; for though the words of the submission be more comprehensive than those of the award, yet if it do not appear that any thing else was in dispute between the parties beside what is comprehended in the award, the award will be good. As if the submission be of all actions real and personal and the award be only of actions personal; it shall be presumed that no actions real were depending between the parties.

If an award be of any thing which is against law, it is void, and the parties not bound to perform it.

An award of any thing which it is not physically or morally in the power of the party to perform, is void.

As an award must not be of a thing impossible, so neither must it be of a thing unreasonable. Therefore an award, that the one party shall serve the other for any period of time, is void; for it is unreasonable, as being contrary to the first principles of civil liberty.

An award must not be of a thing which is merely nugatory without any advantage to the parties.

* Sarnon's case. Cro. Eliz, 432. 530. 78.—Lutw. 1597.—1 Salk. 71.

** Withers vs. Drew. Cro. Eliz. 676. † 2 Mod. 309.

As the intention of parties in submitting their disputes to arbitration, is to have something ascertained which was uncertain before, it is a general rule, that the award ought to be so plainly expressed, that there may be no uncertainty in what manner the parties are to put it in execution; but that they may certainly know what it is they are ordered to do.

It is to no purpose, says the civil law, that the arbitrator should pronounce an uncertain award; and the English law has in this respect, adopted the same language.* Therefore an award, "that one of the parties shall pay the other for certain task work and days work, without mentioning the sum, is void."†

As the principal object which parties have in view, when they submit to arbitration, is to prevent future litigation on the subject of the submission, no rule is better founded than that which requires that an award should be final.

It is on this principle that it has been uniformly held, that an award that each party shall be nonsuited in the action which he has brought against the other, is not good, because a nonsuit does not bar them from bringing a new action. An award ought to have four qualities, says Newton; it ought to be a final determination: the parties ought to be bound by it for ever; it ought to inflict a penalty on him who does not perform it, and it ought to be such, that performance may be compelled by the law.

The last rule to be observed in the constitution of an award is, that it shall be mutual; that it shall not give an advantage to one party without an equivalent to the other. (See Kyd on awards.)



An appointment of an Umpire by the Referees, and an award by that umpire.

THE REFERENCE.

TO all to whom these presents shall come, A. B. of —— county, and C. D. of —— county, send greeting: Whereas (here recite the subject matter referred) Now therefore know ye, that we the said A. B. and C. D. have nominated and appointed, and by these presents do nominate and appoint I. K. and L. M. of &c. two indifferent persons, to be arbitrators between us, to whom we refer the consideration of the said difference to hear and determine the same. In witness, &c.

* 10 Ed. 3d. 18. † 2. Saund. 292. Pope vs. Brot.

The election of an umpire.

TO all to whom these presents shall come, we A. B. of &c. and C. D. of &c. send greeting: Whereas (here recite the same as in the original reference of the subject matter referred) which said differences were referred by the said I. K. and L. M. to the consideration of us the said A. B. and C. D. to hear and determine the same; and we not being able to compromise and determine such differences have therefore elected and made choice of, and by these presents do elect and make choice of N. O. of — for umpire, to hear and determine the said differences between the said I. K. and L. M. In witness, &c.



The award.

TO all to whom these presents shall come, N. O. of — sendeth greeting: Whereas (recite the same as in the original reference of the subject matter referred) which said differences have been referred by the said A. B. and C. D. to the consideration of I. K. and L. M. of &c. two indifferent persons named and appointed by the said A. B. and C. D. to determine the same: And whereas, the said two arbitrators not being able to compromise and determine the said differences, did, on the — day of —, elect and make choice of me, the said N. O. for umpire, to hear and determine the same. Now therefore know ye, that I, the said N. O. having taken upon myself the execution of the powers given by the said election and choice of the said arbitrators, and having, on the — day of — given notice to each of the parties A. B. and C. D. of my having fixed and determined to meet at — on the — day of — then next, at — o'clock in the forenoon, and then and there to receive, hear and fully consider, the allegations, proofs, circumstances and representations of the said A. B. and C. D. of and upon the subject matter submitted to me: And having this day met at the said place, and the said A. B. and C. D. being both present, and after receiving, hearing and fully considering, the allegations, proofs, circumstances and representations, of the said A. B. and C. D. of and concerning the subject matter to me submitted, do, by this my award and umpirage, award, order, decree and adjudge, that &c. &c. In witness whereof, I have hereunto subscribed my name and affixed my seal, this — day of &c.

N. O.



Award in an action of debt for plaintiff.

A. B. }
 vs. } Action of debt in the ——— court.
 C. D. }

WE the subscribers, being appointed by the ——— court of the Western Shore of Maryland, arbitrators to hear, award and determine, of and upon a certain matter of controversy, depending in the said court, by and between A. B. plaintiff, and C. D. defendant, and having taken upon ourselves the execution of the powers given by the said court, and having on the ——— day of ——— last, given notice to each of the parties, A. B. and C. D. of our having fixed and determined to meet at ——— on the ——— day of ——— then next, at ——— o'clock in the forenoon, and then and there to receive, hear and fully consider, the allegations, proofs, circumstances and representations of the said A. B. and C. D. of and upon the subject matter to us referred, and having this day met at the said place, and the said A. B. and C. D. being both present, and after receiving, hearing and fully considering the allegations, proofs, circumstances and representations of the said A. B. and C. D. of and concerning the subject matter referred to us, do award and determine, that there is due from the said C. D. to the said A. B. of and upon the writing obligatory aforesaid, in the declaration of the said A. B. in this cause mentioned, the sum of ——— current money; and we do assess the damages of the said A. B. by reason of the detention of that debt, to the sum of *one cent* current money; and we do also award that judgment be entered up by the said ——— court, for the said A. B. against the said C. D. as well for the penalty in the said writing obligatory contained, as for the said sum of *one cent*, the damages aforesaid, which the said A. B. hath sustained, by reason of the detention of the said debt, together with his costs and charges by him about his said suit in the said court laid out and expended, to be released on the payment of the above sum of ——— current money, with interest thereon from this ——— day of ——— in the year of our Lord one thousand eight hundred and ——— until paid, and costs of suit. Given under our hands and seals this ——— day of ———, in the year of our Lord one thousand eight hundred and ———.

I. K.

* ~ ~ ~ *

{ SEAL }

* ~ ~ ~ *

L. M.

* ~ ~ ~ *

{ SEAL }

* ~ ~ ~ *

Award in an action on the case for plaintiff.

A. B. }
 vs. } Action of assumpsit in — court.
 C. D. }

WE the subscribers, being appointed by the — court &c. (as the preceding award) do award and determine, that the said C. D. did assume upon himself, in manner and form as the said A. B. by his declaration in this cause hath complained, and we do assess the damages of the said A. B. by reason of the non-performance of the promise and assumption aforesaid, to the sum of — current money; and we do also award that judgment be entered up by the said — court, for the said A. B. against the said C. D. as well for the said sum of — current money, as for the costs of suit. Given under our hands and seals, &c.



Award in ejectment for the plaintiff.

A. B. lessee of E. F. }
 vs. } Action of ejectment in — court.
 C. D. }

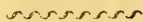
WE the subscribers, being appointed &c. &c. (as the preceding) do award and determine, that the said C. D. is guilty of the trespass and ejectment, in manner and form, as the said A. B. lessee of the said E. F. in his declaration in this cause hath complained, and that the tract of land called — in the declaration aforesaid mentioned, according to the evidence produced to us, is truly located as the plaintiff's pretensions on the plot returned in this cause, and which is hereto annexed, and contained and circumscribed within the bounds, courses and distances; that is to say, beginning &c. and we do assess the damages of the said A. B. lessee of the said E. F. by reason of the trespass and ejectment aforesaid, to the sum of — current money; and we do also award, that judgment be entered up by the said court for the said A. B. lessee of the said E. F. against the said C. D. as well for his term aforesaid, yet to come and unexpired, of and in the said tract of land called —, as located on the said plot, beginning &c. as the said sum of — for his damages; which he hath sustained by reason of the trespass and ejectment aforesaid, together with his costs and charges, by him about his suit in the said court expended. Given under our hands and seals, at — aforesaid, this — day of &c.

An award made by two arbitrators.

TO all to whom these presents shall come, we E. F. of &c. and G. H. of &c. send greeting : Whereas there are several accounts depending, and divers controversies and disputes have lately arisen between A. B. of &c. of the one part, and C. D. of &c. of the other part, touching and concerning &c. And whereas for the putting an end to the said differences and disputes, they the said A. B. and C. D. by their several bonds or obligations, bearing date &c. are reciprocally bound each to the other, in the penal sum of &c. to stand to, abide, perform and keep the award, order and final determination of us the said E. F. and G. H. arbitrators, indifferently chosen between the said parties, to arbitrate &c. (as in the bond) so as the said award be made in writing under our hands and seals, and ready to be delivered to the parties in difference, on or before &c. next, as by the said in part recited bonds or obligations, with the conditions thereunder written, may appear : Now know ye, that we the said arbitrators, whose names are hereunto subscribed, and seals affixed, taking upon us the burden of the said award, and having fully examined, and duly considered the proofs and allegations of both the said parties, do, for the settling amity and friendship between them, make and publish this our award, by and between the said parties, in manner following, that is to say : first, We do award and order that all actions, suits, quarrels and controversies whatsoever, had, moved, arisen or depending, between the said parties in law or equity, for any manner of cause whatsoever, touching the said premises to the day of the date hereof, shall cease and be no further prosecuted ; and that each of the said parties shall bear and pay his own costs and charges, in any wise relating to or concerning the said premises. And we do also award and order that the said A. B. shall pay or cause to be paid to the said C. D. the sum of &c. within the space of &c. And further, we do hereby award and order that the said C. D. shall, on or before &c. pay or cause to be paid to the said A. B. the sum of &c. or give sufficient security for the same, to the said A. B. And lastly, we do award and order that the said A. B. and C. D. on the receipt of the several sums of &c. shall in due form of law, execute each to the other of them, or to the other's use, general releases, sufficient in the law for the releasing by each to the other of them, his heirs, executors and administrators, of all actions, suits, arrests, quarrels, controversies and demands, whatsoever touching or concerning the premises aforesaid, or any matter or thing thereunto relating, from the beginning of the world, to the day of the date of &c. (*here mention the date of the arbitration bonds,*) last past. In witness whereof, we have hereto set our hands and seals, this ——— day of &c.

An umpirage for want of a determination by arbitrators chosen.

TO all &c. I, I. K. of &c. send greeting: Whereas &c. (*here go on as in the former, until you come to*) to stand to &c. and G. A. of &c. arbitrators indifferently chosen between the said parties to arbitrate &c. (*as in the conditions of the bonds*) so as the said award was made in writing, under the hands and seals of the said arbitrators, and ready to be delivered to the parties in difference, on or before the &c. last past. And if the said arbitrators did not draw up the said award in writing, and deliver the same as aforesaid, on or before the said &c. then the said parties were to stand to, abide, observe, perform and keep the award, umpirage, final end and judgment of me the said I. K. umpire indifferently chosen between the said parties for the composing and ending the differences aforesaid, so as my said award, umpirage and determination, be made in writing, under my hand and seal, and ready to be delivered to the said parties, on or before &c. as by the said in part recited bonds or obligations, with the conditions thereunder written, may appear: And whereas the said E. F. and G. H. did not make up their said award between the said parties, within the time limited by the said in part recited bonds or obligations, as aforesaid; whereby and on which account, the compassing, ending and determining of the said differences and matter in dispute, now depends wholly upon me: Now know ye, that I the said I. K. having taken upon me the business and charge of the said award and umpirage, and being willing to set the said parties at peace and concord, by making a final end of the controversies between them; And having deliberately and at large, heard, examined, and duly considered the grievances, allegations, titles, vouchers and evidences of both of the said parties, in relation to the said premises in dispute, do make, publish, declare and deliver this my award or umpirage, in manner following, that is to say: first, I arbitrate, award, judge, order and determine, that &c. (*here insert the several particulars of the award.*) In witness whereof, I have hereunto set my hand and seal this &c.



An award or umpirage by a single person elected to arbitrate.

TO all &c. I E. F. of &c. send, greeting. Whereas &c. (*here go on as in the award made by two arbitrators until you come to*) to stand to &c. the award, order and final determination of me the said E. F. indifferently elected and chosen between the said parties to arbitrate &c. (*as in the condition of the bonds*) so as my said award or umpirage be made in writing, under my hand and

seal, and ready to be delivered to the said parties, on or before &c. as in and by the said in part recited bonds or obligations, and the conditions thereof, may appear: Now know ye, that I the said E. F. (*here go on as in the last precedent.*) In witness, &c.



The form of a submission to an arbitration, in order to make it a rule of court.

BE it remembered, that C. D. of &c. and E. F. of &c. being desirous finally to end and determine divers controversies, suits and quarrels, that have lately arisen between them did on the &c. agree to submit and refer all the said controversies, suits and quarrels to the award and determination of G. H. of &c. and I. K. of &c. arbitrators for that end indifferently chosen by the said parties; which said award is to be made in writing, under the hands and seals of the said arbitrators, and ready to be delivered to the said parties on or before the &c. And the said parties did mutually promise and oblige themselves, that they would obey, perform and execute such award as the said arbitrators should make in the premises. Now the said parties do further agree, that the said submission shall be made a rule in the — court of — at — and that they will be finally concluded by the arbitration that shall be made in the premises, by the said arbitrators, pursuant to such submission. In witness &c.



Award for the defendant.

A. B. }
vs. } Action of &c. in the — court.
C. D. }

WE, the subscribers being appointed &c. (as in the preceding) do award and determine that the said C. D. (*here recourse must be had to the nature of the action, for instance; suppose this to be an action of trover, say, that the said C. D. is not guilty of the trover and conversion of the said goods and chattels in the declaration of the said A. B. in this cause mentioned, as the said C. D. by pleading hath alledged.*) We do also award, that judgment be entered up by the said court, that the said A. B. take nothing by his writ, and declaration in this cause, but be in mercy for his false clamor, and that the said C. D. go thereof without day; and further, that the said C. D. recover against the said A. B. his costs and charges which he hath sustained about his defence of the said suit in the said court. Given under our hands and seals, at — aforesaid, this — &c.

A charter party of affreightment.

THIS charter party indented, made, concluded and agreed upon this — day of — in the year of our Lord &c. between A. B. of &c. master and owner of the ship or vessel called — of the burthen of &c. of the one part, and C. D. of &c. of the other part, Witnesseth, that the said A. B. for the consideration herein after mentioned, hath granted and to freight letten, and by these presents doth grant, and to freight let, unto the said C. D. his executors, administrators and assigns, the whole tonnage of the hold, stern, sheets and half deck of the said ship or vessel, from the port of — to the port of — in a voyage to be made with the said ship in the manner following (that is to say) the said A. B. is to sail with the first fair wind and weather that shall happen next after the — day of — or before the — day of — next, from the said port of —, with the goods and merchandizes of the said C. D. his factors or assigns, on board, to — aforesaid, there to be delivered and discharged of her cargo, within fifteen days next after her arrival for the end of the said voyage. In consideration whereof, the said C. D. for himself, his heirs, executors, and administrators, doth covenant, promise, grant and agree, to and with the said A. B. his executors, administrators and assigns, and every of them by these presents, that he the said C. D. his executors, administrators, factors or assigns, shall and will well and truly pay or cause to be paid unto the said A. B. his executors, administrators and assigns, for the freight of the said ship or goods, the sum of, &c. (*or thus, 20s. a ton*) for loading or unloading and taking in goods at — and — ports within one and twenty days after the said ship's arrival, and goods discharged at — aforesaid, for the end of the voyage: and also shall and will pay for demurrage, if any shall be by the default of him the said C. D. his factors or assigns, the sum of twenty shillings a day, daily and every day, as the same shall grow due: And the said A. B. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said C. D. his executors, administrators and assigns and every of them, by these presents, that the said ship or vessel shall be ready at the said port of — at — key, to take in goods, by the said — day of — next coming; and within ten days after the said ship shall be ready at the said key as aforesaid, the said C. D. doth grant, promise and agree to have his goods ready and put on board the said ship, in order that she may proceed on her said voyage. And the said A. B. doth also covenant, promise, grant and agree, to and with the said C. D. his executors, administrators and assigns that the said ship or vessel now is, and at all times during the said voyage shall be, to the best endeavor of the said A. B. his executors and administrators, at his and their own proper costs and charges, in all things made

and kept, stiff, staunch and strong, and will furnish and provide, as well with men and mariners sufficient and able to sail, guide and govern the said ship, as with all manner of rigging, boats, tackle, apparel, furniture, provision and appurtenances fitting and necessary for the said men and mariners, and for the said ship, during the voyage aforesaid. In witness, &c.



A charter party of affreightment.

THIS charter party of affreightment, indented, made and fully concluded upon this — day of — in the year of our Lord, &c. between A. B. of &c. owner of the good ship called the — of the burthen of — tons, or thereabouts, now lying in the harbor of — whereof — is at present master, on the one part, and C. D. of &c. on the other part, Witnesseth that the said A. B. for the consideration herein after mentioned hath letten to freight the aforesaid ship with the appurtenances to her belonging, for a voyage to be made by the said C. D. to — and back again to — where she is to be discharged (the danger of the seas excepted) and the said A. B. doth by these presents covenant and agree with the said C. D. in manner following, that is to say, that the said ship in and during the voyage aforesaid, shall be tight, staunch and strong, and sufficiently tackled and apparelled with all things necessary for such a vessel and voyage; and that it shall and may be lawful for the said C. D. his agent or factors, as well at — as at — to load and put on board the said ship — loading of such goods and merchandize as they shall think proper, contraband goods always excepted. In consideration whereof the said C. D. doth by these presents agree with the said A. B. well and truly to pay or cause to be paid unto him, in full for the freight or hire of his said ship and appurtenances, the sum of — and so in proportion for a less time, as the said ship shall be continued in the service aforesaid, in — days after her return to — and the said C. D. doth agree to pay — the charges of victualling and manning the said ship and — port charges and pilotage during said voyage, and to deliver said ship on her return to — to the owner aforesaid or his order. To the true and faithful performance of all and singular the covenants, payments and agreements aforementioned, each of the parties aforementioned binds and obliges himself, his executors and administrators in the penal sum of — firmly by these presents. In witness whereof the parties aforesaid have hereunto interchangeably set their hands and seals the day and year aforewritten.

Signed, sealed, &c.

OF LETTERS OF ATTORNEY, AND OTHER AUTHORITIES &c.

A LETTER of attorney is an attorney given to another to do some lawful act, or perform something; in like manner as the person authorizing might do the same. And what a man may do by himself, he may generally do by another.

But the attorney must not exceed his power, if he does, what he transacts will be void. If a man makes a letter of attorney to deliver livery and seisin in such a place, and he does it elsewhere; or at such a time, and he does it before or after, the act of the attorney will be void. Plowd. 475.

In other cases it is the same; and a man may limit his authority as strictly as he pleases.

These instruments commit the whole power of the maker thereof to the attorney, to accomplish the act intended to be performed. Letters of attorney are sometimes revocable, and sometimes not. They are irrevocable when debts &c. are absolutely assigned to another, and on that account, the word irrevocable is commonly inserted. When revocable, they usually carry only a bare authority along with them. 2. Barne's Notes. C. P. 44.

NOTE. If a letter of attorney be going into a different jurisdiction, it should be acknowledged before a magistrate; if into a foreign country, then it is safer to acknowledge it before a notary public.

A warrant of attorney, is of the same nature with a letter of attorney, though generally applied to the proceedings at law.

If a warrant of attorney be to enter judgment of a particular term expressed, and the attorney enters it of another term, that act is void. Mod. Rep. 1.

If a person gives a warrant of attorney to confess judgment, and dies before it is confessed, the warrant becomes countermanded. *Vontr.* 310. *Salk.* 87. *Andr.* 53. 2 *Str.* 1081. 10 *Mod.* 45. So if a female gives a warrant to confess judgment, and marries before it is entered, this is likewise a countermand. *Salk.* 399. 117. *Far.* 53. *Show.* 91.



A general letter of attorney.

KNOW all men by these presents, that I, A. B. of ———, for divers good causes and considerations me hereunto moving, have made, ordained, authorized, nominated, constituted and appointed, and by these presents do make, ordain, authorize, no-

minate, constitute and appoint, C. D. of —, my true and lawful attorney, for me and in my name, and for my own proper use and benefit, to ask, demand, sue for, recover and receive, of and from E. F. of — &c. all such sum or sums of money, debts and demands whatsoever, which are now due and owing unto me, the said A. B. by and from *the said* E. F. and to have, use and take, all lawful ways and means in my name, or otherwise, for the recovery thereof by attachment, arrest, distress or otherwise, and to compound and agree for the same; and acquittances, or other sufficient discharges for the same, for me and in my name to make, seal and deliver, and to do all other lawful acts and things whatsoever concerning the premises, as fully, and in every respect, as I myself might or could do were I personally present at the doing thereof, and attornies, one or more under him for the purposes aforesaid to make, and again at his pleasure to revoke, ratifying and confirming, and by these presents allowing, whatsoever my said attorney shall in my name lawfully do, or cause to be done in and about the premises by virtue of these presents.

In witness, &c.



A letter of attorney to let or sell lands.

KNOW all men by these presents, that whereas I A. B. of &c. am seised in fee of and in all that &c. situate and now or late in the possession or occupation of &c. Now know ye, that I the said A. B. have made, constituted and appointed, and by these presents do make, constitute and appoint C. D. of &c. my true and lawful attorney, for me and in my name to lease, let, sell or demise, the said — to such person or persons, and for such a term or number of years, and at and under such yearly and other rents as he shall think fit; or otherwise to sell and dispose thereof, either for life or lives, or to sell, grant and convey the same absolutely, in fee simple, for such price, or sum of money, and to such person or persons, as he shall think fit and convenient; and also for me, and in my name, to seal, execute and deliver, such deeds, conveyances, bargains and sales, for the absolute sale and disposal thereof, or of any part thereof, with such clauses, covenants and agreements, to be therein contained, as my said attorney shall think fit and expedient, hereby ratifying, confirming and allowing, all such lease or leases, deed, conveyances, bargains or sales, which shall at any time hereafter be sealed and executed by my said attorney, touching or concerning the premises. In witness, &c.

A letter of attorney to receive rents, debts and dividends, and to demise premises.

KNOW all men by these presents that I K. K. of &c. for divers good causes and considerations me hereunto moving, have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint, I. I. of &c. my true and lawful attorney, for me, and in my name, place, and stead, and for my use, to ask, demand and receive, all and every rent and rents, sum and sums of money now due, or which hereafter shall or may grow due to me from any person and persons whatsoever, who have been, now are, or hereafter shall or may be tenant or tenants of any messuages or tenements, lands, hereditaments and premises, or of any part or parts, share or shares, of any messuages or tenements, lands, hereditaments and premises in ——— or elsewhere, belonging to me; and of and from all and every other person and persons liable to or empowered to pay the same, and upon receipt thereof, and of any part thereof acquittances or other sufficient discharges for me, and in my name, or in his own name, to make and give for what he shall so receive, and for non-payment of such rent or rents or any part thereof, to enter into and upon all or any of the messuages or tenements, lands and premises, liable to the payment thereof, and distrain for the same, and the distress and distresses then and there found, to take away, sell, and dispose of according to law; and also for me and in my name, and for my use, to ask, demand and receive, of and from all and every corporations and companies, all and every sum and sums of money now due or which hereafter shall or may grow due to me for dividends, interest, or profits of any sum or sums of money, parts, or shares now belonging, or which shall belong to me therein respectively; and likewise to ask, demand, sue for, recover, and receive, all and every debt and debts, sum and sums of money due, or to grow due and payable to me, from any other person or persons, for any other matter, cause or thing whatsoever, and upon receipt thereof, or of any part thereof in my name, or in his own name to make and give proper discharges for the same; And in case any tenant or tenants of any messuages or tenements, lands and premises wherein I have any right or interest, shall quit or leave the premises by them respectively holden, then and in that case I do hereby give and grant to my said attorney, full power and authority to demise, let, and set the same respectively, or any part thereof, to such person or persons, and for such rent and rents, and for such term and time and under such covenants and agreements as my said attorney shall think fit, and to expend and apply such part of the rents and profits of the said premises as shall come to his hands, in repairing, and improving the same, as my said attorney shall judge proper, and one or more attorney, or attorneys under him, for all or any the purposes aforesaid, to make

collect
the
same

and at pleasure to revoke, giving and hereby granting to my said attorney, full power and authority in the performance of all and singular the premises aforesaid, as fully and amply in every respect as I myself might or could do if personally present, hereby ratifying and confirming all and whatsoever my said attorney shall lawfully do or cause to be done, in and about the said premises, by virtue hereof. In witness &c.



A letter of attorney to receive a composition from an insolvent person.

TO all to whom these presents shall come, I. I. of &c. and I. K. of &c. send greeting : Whereas G. G. of &c. is justly indebted unto the said I. I. and I. K. in the several sums of money following (that is to say) to the said I. I. in the sum of — pounds current money, and to the said I. K. in the sum of — pounds current money, which he is unable wholly to discharge, and hath therefore proposed immediately to pay to the said I. I. the sum of — pounds, and to the said I. K. the sum of — pounds, and to secure to be paid to the said I. I. the further sum of — pounds, and to the said I. K. the further sum of — pounds on the — day of — next, being — shillings for every pound of their respective debts, which the said I. I. and I. K. have agreed to accept, in full of their respective debts, and upon receipt thereof to execute a proper deed or instrument to discharge him from the said debts : Now therefore know ye, that the said I. I. and I. K. have made, ordained, constituted and appointed and by these presents do severally make, ordain, constitute and appoint W. W. of the said city of — gentleman, their true and lawful attorney, for them and in their several names, and to and for their respective use, to receive of and from the said G. G. the said several sums of — pounds, and — pounds, and to accept of him proper securities for payment to the said I. I. of the sum of — pounds, and to the said I. K. of the sum of — pounds, on the said — day of — next, and upon receipt of the several sums of money and securities aforesaid, acquittances, releases, or other sufficient discharges, for and in the separate names of them the said I. I. and I. K. to make, seal, and execute to the said G. G. in order to discharge him from the said debts ; and further to do and perform all and every other act and acts, thing and things whatsoever, which shall be necessary in the premises as fully to all intents and purposes as they themselves might or could do if personally present, and the said I. I. and I. K. do hereby severally agree to ratify and confirm whatsoever their said attorney shall lawfully do or cause to be done in the premises by virtue of these presents. In witness, &c.

A letter of attorney to receive composition money from the administratrix of an insolvent.

TO all to whom these presents shall come, I W. W. of &c send greeting : Whereas I. B. late of &c. deceased, was in his life time and at the time of his death, justly indebted unto me in the sum of — pounds ; and whereas administration, with the will annexed, of the said I. B. was soon after his death granted unto C. B. his daughter, who paid me *nine* shillings in the pound, in part of my said debt, and afterwards intermarried with F. N. And whereas I have agreed to accept of the said F. N. and C. his wife the further sum of *two shillings and six pence* in the pound on my said debts, and my proportion of the sum of — raised by the sale of three lease-hold messuages, or tenements and premises, settled by the said I. B. on his wife and children after marriage, in full satisfaction and discharge of my debt : Now know ye therefore, that I the said W. W. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint C. C. of &c. my true and lawful attorney, for me and in my name, or in his own name, but to and for my use, to ask, demand and receive of and from the said F. N. and C. his wife, as administratrix as aforesaid, the sum of — pounds, being two shillings and six pence in the pound on my said debt of — pounds and also my share and proportion of the sum of — pounds, purchase money, and upon receipt thereof, acquittances, releases, or other sufficient discharges for me, and in my name, to make, seal and execute, and further, to do all and every other act and acts, thing and things whatsoever, which shall be necessary in the premises, as fully to all intents and purposes as I myself might or could do if personally present, hereby ratifying and confirming all and whatsoever my said attorney shall lawfully do, or cause to be done, in or about the said premises. In witness, &c.



A letter of attorney from trustees to dispose of an insolvent's stock in trade, and collect debts.

TO all to whom these presents shall come, we P. P. of &c. I. I. of &c. and I. K. of &c. trustees of the estate and effects of B. B. of &c. (which have been assigned to us by the said B. B. in trust for ourselves and the rest of his creditors,) send greeting : Know ye, that we the said P. P. I. I. and I. K. have made, ordained, constituted and appointed, and in our place and stead, put and deputed, and by these presents do make, ordain, constitute and appoint, and in our place and stead put and depute T. T. of &c. gentleman, our true and lawful attorney, for us and on our be-

halves, and to and for our use, as trustees as aforesaid, to contract for, sell and dispose of all and every, or any part of the stock in trade, wares, merchandises, goods, chattels, implements, utensils and effects, late belonging to the said B. B. which have been assigned to us the said P. P. I. I. and I. K. as trustees thereof as aforesaid, and to receive the consideration monies for the same, and likewise for us the said P. P. I. I. and I. K. and in our names, or in the name of the said B. B. but to and for our use, as trustees as aforesaid, to ask, demand and receive, of and from all and every person and persons any ways indebted to the said B. B. or his estate, all and every the debt and debts, sum and sums of money by them respectively due and owing, and for non-payment thereof, or of any part thereof, to take such course for recovering the same, as to our said attorney shall seem meet; And upon receipt of the said debt and debts, sum and sums of money respectively, or of any part thereof, acquittances or other sufficient discharges, for us and in our names as trustees as aforesaid, or in the name of the said B. B. or in his own name, to make and give for what he shall so receive, and generally, to do, negotiate, transact and perform, all such other acts, matters and things, for us and on our behalves, as trustees as aforesaid, in and about the premises, as fully to all intents and purposes, as we might or could do if personally present, hereby ratifying and confirming, and agreeing to ratify and confirm all and whatsoever our said attorney shall lawfully do or cause to be done, in and about the premises, by virtue of these presents. In witness &c.



A letter of attorney to settle accounts and differences and receive money.

KNOW all men by these presents, that I, R. R. of &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint my brother I. R. of &c. merchant, my true and lawful attorney, for me in my name, and on my behalf, to adjust and settle accounts, with all and every person and persons with whom I have had, or shall, or may have any transactions or dealings, and to compromise, agree and determine, all disputes and differences, that have or shall arise, between me and any other person or persons whomsoever, and to execute all such deeds, instruments and writings, as he shall judge necessary for that purpose, and to ask, demand, recover and receive to and for my use, of and from all and every person and persons that now is, or are, or hereafter shall or may become indebted to me, by any way or means whatsoever, all and every the debt and debts, sum and sums of money by them respectively due and owing, and to compound for any such debt and debts, and to take

less than the whole for the same, or otherwise to agree for the same, in such manner and upon such terms as my said attorney shall in his discretion think proper, and for non-payment thereof, or of any part thereof, to take such course for recovering the same, as to my said attorney shall seem meet; and upon receipt of the said debt and debts, sum and sums of money respectively, or any part thereof, acquittances or other sufficient discharges, for me and in my name, or in his own name, to make and give for what he shall so receive, and generally to do, negotiate, transact and perform all such other acts, matters and things, for me and on my behalf, in and about the premises as fully in every respect, as I might or could do if personally present: and I do hereby agree to ratify and confirm all and whatsoever my said attorney shall lawfully do, or cause to be done, in and about the said premises, by virtue of these presents. In witness &c.



A letter of attorney to sell an annuity, settle accounts, and receive debts, and other monies.

TO all to whom these presents shall come, I, I. I. of &c. send greeting: Whereas I the said I. I. am well entitled to one annuity or yearly sum of *one hundred* pounds, issuing and payable out of certain messuages, lands, tenements, hereditaments and premises, situate, lying and being &c. belonging to I. W. now or late of &c. during the life of him the said I. W. Now know ye, that I the said I. I. intending shortly to proceed on a voyage to the *island of Jamaica*, have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint my loving wife A. I. and B. B. of &c. my true and lawful attorney and attorneys, jointly or separately, for me in my name, and for my use, to contract for, sell and dispose of, to such person or persons, as shall be inclined to purchase, and for the utmost and best price that can be reasonably got for the same, all that the said annuity or yearly sum of *one hundred* pounds, payable to me the said I. I. and my assigns, during the life of the said I. W. as aforesaid, and all arrears of the same, and upon receipt of the purchase money, for me, in my name, place and stead, and as my proper act and deed, to make and execute such conveyances, assignments or other assurances in the law, as shall be reasonable and necessary for effectually assigning and assuring of the said annuity, and the arrears thereof, unto the person or persons who in pursuance thereof, shall contract for the same, or any part thereof: And also for me, in my name, and on my behalf, to adjust and settle accounts with all and every person and persons, with whom I have had any transactions or dealings, and also to ask, demand, recover and receive, of and from all and every person and persons, that now is

or are, or hereafter during my absence from *America*, shall or may become indebted to me, by any ways or means whatsoever, all and every the debt and debts, sum and sums of money, by them respectively due and owing; and to compound for any such debt or debts, and to take less than the whole, or otherwise to agree for the same, in such manner and upon such terms, as my said attornies shall jointly or separately, in their, her or his discretion think proper, and for non-payment thereof, or of any part thereof, to take such course for recovering the same, as to my said attornies, or either of them, shall seem meet: And upon receipt of the said debt and debts, sum and sums of money respectively, or of any part thereof, acquittances or other sufficient discharges, for me and in my name, or in their or of their own name or names, to make and give for what they shall respectively receive, and generally to do, negotiate, transact and perform, all such other acts, matters and things, for me and in my behalf, in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming all and whatsoever my said attornies, or either of them, shall lawfully do or cause to be done, in and about the premises, by virtue of these presents.

In witness &c.



A letter of attorney to receive a legacy.

TO all to whom these presents shall come, A. A. of &c. spinster, sendeth greeting: Whereas E. E. late of &c. widow, deceased, by her last will and testament in writing bearing date the — day of &c. did (amongst other things) give to her daughter S. T. and to Mr. I. R. of &c. *five hundred* pounds, secured to her by an — annuity of — pounds, bearing date the — day of — &c. upon trust, with all convenient speed after her decease, to sell and dispose thereof for the best price that could be got, and to divide the money arising from such sale equally between such of her late daughter E. A's children as should be living at the time of her (the said testatrix's decease) share and share alike, to be paid to them respectively, as they should attain their respective ages of twenty-one years: And of her said will did make and appoint the said S. T. and I. R. executrix and executor as by the said will duly proved by the said S. T. and I. R. in the orphans' court of &c. relation being thereunto had, may appear: And whereas the testatrix died on or about the — day of — &c. and there then were, and still are, *eight* children living of her said deceased daughter E. A. namely the said A. A. E. A. &c. &c. And whereas the said A. A. hath attained the age of twenty-one years, and is thereby as one of the *eight* children of the said E. A. her late mother, deceased, become entitled to one eighth part or share of the money raised by the sale of the said — annuity, and to an

eighth part of the interest and profits thereof. Now know ye, that the said A. A. hath made, ordained, constituted and appointed, and by these presents doth make, ordain, constitute and appoint F. F. of &c. merchant, her true and lawful attorney, for her, and in her name, or in his own name, but to and for the sole and proper use and benefit of her the said A. A. to ask, demand, sue for, recover and receive, of and from the said S. T. and I. R. their executors and administrators, and all other persons liable to the payment thereof, all such sum and sums of money as are or shall be due and owing to her the said A. A. for her part or share of the said *five hundred* pounds, or the — annuity given by the said recited will to the said S. T. and I. R. in trust as aforesaid, or for the interest or produce thereof, and to adjust and settle the account touching and concerning the same: And upon receipt of such sum or sums of money as shall appear to be due and belonging to the said A. A. as aforesaid, acquittances or other sufficient discharges for her and in her name, or in his own name, to make and give, giving and hereby granting to her said attorney full power and authority in the execution and performance of all and singular the premises, as fully and effectually to all intents and purposes, as she the said A. A. might or could do if personally present, hereby ratifying and confirming all and whatsoever her said attorney shall lawfully do, or cause to be done in or about the premises. In witness &c.



A letter of attorney to receive a sum of money decreed in chancery.

KNOW all men &c. that I A. B. of &c. for divers good causes and considerations me thereunto moving, have made, constituted and appointed, and by these presents do make, constitute and appoint C. D. of &c. my lawful attorney, for me and in my name, and for my use, to ask, demand and receive of E. F. &c. the sum of — current money of —, which by a decree made in the high court of chancery, in a cause there depending between me the said A. B. complainant, and the said E. F. defendant bearing date &c. he the said E. F. is to pay unto me: And upon receipt thereof to give unto the said E. F. an acquittance or release, testifying the receipt of the same, and in full of all demands on account thereof, giving and by these presents granting unto the said C. D. my full power and authority to do, or cause to be done, all and every such act and acts, thing and things as shall be requisite and needful to be done in the premises, in as full and ample manner as if I myself were present at the doing of the same. In witness &c.

A letter of attorney to receive rent.

KNOW all men by these presents, that I A. B. of &c. have made, constituted and appointed, and by these presents do make, constitute and appoint C. D. of &c. my true and lawful attorney, for me and in my name, and for my own proper use and behoof, to ask, demand and receive of and from E. F. of &c. all such rent and arrearages of rent, which now are, or hereafter shall grow due from the said E. F. out of and from all that messuage or tenement with the appurtenances, situate &c. and upon receipt thereof to give proper acquittances and sufficient discharges for the same: And in default of payment thereof, or any part thereof, to my said attorney, I do hereby authorize and empower him my said attorney, for me, and in my name, to commence and prosecute according to law, any action or actions for the speedy recovering and obtaining my said rent and arrears of rent; as by him my said attorney shall be thought fit, hereby ratifying &c.

In witness &c.



A letter of attorney to make a distress.

KNOW all men by these presents, that I A. B. of &c. have made, constituted and appointed, and by these presents do make, constitute and appoint C. D. of &c. my true and lawful attorney, for me and in my name, to take any person to his assistance, to enter into and upon all those my lands, &c. at &c. now in the occupation of E. F. or his assigns, as tenants thereof, and there for me, and in my name, to make distress of all the cattle, horses, corn, hay, goods and chattels as are or shall be found in or upon the premises, for *one half* years rent due to me, out of and for the premises at &c. last: And after the said goods are so distrained, if the said E. F. doth not within the time limited by law in that case made and provided, replevy the same, or pay the said rent; then and in such case, I do hereby authorize my said attorney to cause the said cattle &c. to be appraised; and according to such appraisement to make sale thereof to such person or persons as will buy or purchase the same: And the money arising from such sale to dispose of, in such manner as by law is directed. And for whatsoever my said attorney shall lawfully do in or about the premises, these presents shall be to him a sufficient warrant. In witness &c.

An irrevocable letter of attorney to receive annuities.

KNOW all men by these presents, that whereas A. B. of &c. being possessed of and entitled unto two several annuities of ——— a year each, by virtue of &c. he the said A. B. being so possessed as aforesaid in and by one indenture bearing date &c. made between the said A. B. of the one part, and C. D. of &c. and E. F. of &c. of the other part, hath assigned and transferred the said two several annuities, and all his estate and interest therein, unto the said C. D. and E. F. to hold to them, their executors, administrators and assigns, to, for and upon the several trusts therein mentioned; and amongst other things, in trust to permit and suffer the said A. B. and his assigns, to receive and take one of the said annuities of &c. a year for and during the term of his natural life; as in and by the said indenture may more fully appear. Now know all men by these presents, that we the said C. D. and E. F. in pursuance and part performance of the trust in us reposed by the said in part recited indenture have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint the said A. B. our true and lawful attorney, irrevocable, in our names; but for the sole use and benefit of him the said A. B. to ask, demand and receive from &c. or such other person or persons as ought to pay the same the said one annuity of &c. a year aforesaid, from time to time, as the same shall or ought to become payable to him by virtue of the said in part recited indenture, and on receipt thereof, to give proper and sufficient acquittances and discharges for the same; hereby ratifying, confirming and allowing whatsoever our said attorney shall lawfully do, or cause to be done in or about the premises, as fully and effectually as if we ourselves were personally present, and the actors and doers thereof. In witness &c.



A letter of attorney to deliver seizin of lands, &c.

KNOW all men by these presents, that I A. B. of &c. have made, constituted and appointed, and by these presents do make, constitute and appoint C. D. of &c. and E. F. of &c. or either of them, jointly or severally, my true and lawful attorney and attorneys, for me and in my name, place and stead, to enter into, have and take full, quiet and peaceable possession and seizin of all &c. situate &c. which in and by one indenture, bearing date &c. and made or mentioned to be made, between me the said A. B. of the one part, and G. H. of &c. of the other part, are granted or mentioned to be granted by me unto the said G. H. his heirs and as-

signs, or unto any part, or parcel thereof in the name of the whole : And after such entry so had and made, and possession and seizin so had and taken, as aforesaid, to deliver quiet and peaceable possession and seizin of the said premises unto the said G. H. or to his attorney or attornies on that behalf lawfully authorised, to be held and enjoyed according to the tenor, form and effect of the said indenture above mentioned. And whatsoever my said attorney or attornies, or either of them, shall lawfully do in the premises, I do hereby ratify, confirm and allow, as fully and effectually, as if, I myself were present and did the same. In witness &c.



A letter of attorney to receive seizin.

KNOW all men by these presents, that I A. B. of &c. have made, constituted and appointed, and by these presents do make, constitute and appoint C. D. of &c. my true and lawful attorney, for me, and in my name, and in my place and stead, to take and receive of and from E. F. of &c. or of and from his attorney or attornies in that behalf lawfully authorised, full, quiet and peaceable possession and seizin of &c. which in and by one indenture of &c. bearing date &c. are granted or mentioned to be granted unto me the said A. B. and such possession and seizin thereof, so had and taken, to hold and keep to the use of me, my heirs and assigns, according to the tenor and effect of the said indenture of &c. And whatsoever my said attorney shall lawfully do in the premises, I do hereby ratify, confirm and allow, as fully and effectually as if I myself were personally present and did the same.

In witness, &c.



An irrevocable letter of attorney to receive money due on bond.

KNOW all men by these presents, that I A. B. of &c. have made, constituted and appointed, and by these presents do make, constitute and appoint C. D. of &c. my true and lawful attorney, irrevocable, for me, and in my name, but to the sole use of him the said C. D. to ask, demand and receive of and from E. F. of &c. and G. H. of &c. the sum of &c. due unto me, in and by one bond or obligation, bearing date &c. giving, and by these presents granting to my said attorney, my full power and authority, in my name, place and stead, to do all and every act and acts, thing and things, device and devices, in the law whatsoever, for the recovery of the said debt, as fully to all intents and purposes, as I myself might or could do: And upon receipt thereof, acquittances or

other discharges, for me, and in my name, to make, seal and execute: hereby ratifying, confirming and allowing whatsoever my said attorney shall lawfully do, or cause to be done, in or about the premises. In witness, &c.



A letter of attorney from a seaman to his wife,
to receive his wages and all other debts.

KNOW all men by these presents, that I — do hereby appoint my lawful wife M. C. my true and lawful attorney, for me and in my name, and for my use, to ask, demand and receive of and from all and every person and persons whatsoever, as well all such sum and sums of money, as now are, or which shall or may at any time hereafter become due and owing to me for wages from any ship or ships to which I now do or may belong; as also all other monies now due, or to become due and owing to me by any other ways or means whatsoever; And upon non-payment, &c.



A power of attorney to transfer stock of the
United States.

KNOW all men by these presents, that — do make, constitute and appoint — true and lawful attorney, for — and in — name to sell, assign, and transfer — the — stock, standing in — name in the books of — with power also an attorney or attorneys under — for that purpose to make and substitute, and to do all lawful acts requisite for effecting the premises: hereby ratifying and confirming all that — said attorney, or — substitute or substitutes shall do therein by virtue thereof. In witness whereof — have hereunto set — hand and affixed — seal, the — day of — in the year —

Sealed and delivered }
in presence of }

The following directions respecting the attestations must not be omitted.

The acknowledgment may be taken before any judge of the court of the United States, or of a superior court of law or equity, in any state or of a county court, or before the mayor or other chief magistrate of any place, or before a notary public.

If there be no public or official seal to the acknowledgment, proof of the execution of the power, must be made by oath or affirmation of one of the witnesses, to be taken before some person duly authorised at the place where the transfer is made.

A power of attorney to receive interest, executed before a magistrate.

KNOW all men by these presents, that I, — of the county of —, do make, constitute and appoint — my true and lawful attorney for me, and in my name to receive the interest now due, to quarter ending the — day of — in the year — upon all the stock standing in my name in the books of —, commissioner of loans for the state of —, with power also an attorney or attorneys under him for that purpose, to make and constitute, and to do all lawful acts requisite for effecting the premises: hereby ratifying and confirming all that my said attorney, or his substitute shall do therein, by virtue hereof. In witness &c.

BE it known, that on the — day of — in the year — before me came —, above named — and acknowledged the above letter of attorney to be his act and deed. In testimony whereof, I have hereunto set my hand and affixed my seal, the day and year last aforesaid.

* ~ ~ ~ *
 { SEAL }
 * ~ ~ ~ *

————— County, to wit :

I, —, clerk of the county aforesaid, do hereby certify that —, esquire, whose hand and seal is affixed to the foregoing certificate of acknowledgment, is a magistrate of the county of — and that due faith and credit is and ought to be paid to all his acts and deeds as such.

 * OFFICIAL *
 * SEAL. *

IN testimony whereof, I have hereunto set my hand and caused the seal of my office to be hereunto affixed, this — day of —, in the year — and of our independence —,



Power of attorney to settle the estate of a testator.

KNOW all men by these presents, that I, A. B. executor of the last will and testament of C. D. late of &c. deceased, have constituted, ordained and made, and in my stead and place, put and by these presents do constitute, ordain and make, and in my stead and place put E. F. of — my attorney, for me and in my name and stead in the capacity aforesaid, and for the use of the widow, heirs, legatees, devisees and creditors of the said deceased, to ask, demand, recover and receive from all and every person or persons, whomsoever the same shall or may concern, all and singular sums of money, debts, goods and effects whatsoever and wheresoever they may be found due, payable, or in any way belonging to the

said deceased in his life time, and to me in the capacity aforesaid, and in my name to give receipts and discharges for the same: To pay whatever may be found legally due from said estate to any person or persons whatsoever, and take discharges for the same: To settle with the heirs, legatees and devisees of the deceased, for their respective legacies, devises, shares or proportions of said estate, and to pay and assign to them, whatever may be the will of said deceased, or legally coming to them respectively: To commence and prosecute to final judgment and execution, any action or actions he shall judge necessary or proper to commence against any person or persons, and to reply to and defend any cause or action that may by any person or persons be brought against me in the capacity aforesaid, relating to or concerning said will or estate, or the settlement thereof: And for those purposes to appear for and represent me before any judge or court before whom any such cause or action may be brought or pending: To submit any matter in dispute to reference or arbitration, and to settle an account or accounts with the orphans' court, or any court of probate, of all his proceedings herein: And generally to take and use all due means for the execution of the said will and settlement of the estate aforesaid, according to the same, and to the laws of the state: And in the premises to act, transact, determine and accomplish, whatever I myself could, might or ought, as fully and effectually, to all intents and purposes, as if I were personally present, although the matter should require more special authority than is herein comprised, and to substitute and appoint one or more attorneys under him, if he shall judge it necessary: Hereby ratifying and confirming whatever my said attorney or his substitutes shall lawfully do or cause to be done in and about the premises, by virtue of these presents. In testimony whereof, I have hereto set my hand and seal, the — day of —, in the year —.

Signed, sealed and delivered }
in the presence of }

A. B.



Power of attorney to settle the estate of an intestate.

KNOW all men by these presents, that I, A. B. administrator of the goods and chattels, rights and credits of C. D. late of &c. deceased, intestate, have constituted, ordained and made, and in my stead and place, put and by these presents do constitute, ordain and make, and in my stead and place put E. F. of &c. to be my true and lawful attorney, for me and in my name and stead, in the capacity aforesaid, and for the use of the widow, heirs and creditors of the said C. D. deceased, to ask, demand, recover and

receive, from all and every person or persons whomsoever the same shall or may concern, all and singular, sums of money, debts, goods and effects, whatsoever and wheresoever they may be found due, payable, or in any way belong or coming to the said deceased in his life time, and to me in the capacity aforesaid, and in my name to give receipts or discharges for the same : To pay whatever may be found legally due from said estate, to any person or persons whatsoever, and to take discharges for the same : To settle with the heirs of said deceased, for their respective shares or proportions of said estate, and to pay and assign to them whatever may by law be coming to them respectively as such : To commence and prosecute to final judgment and execution, any action or actions that he shall judge necessary or proper, to commence against any person or persons, and to defend any cause or action that may by any person or persons be brought against me in the capacity aforesaid, relating to or concerning the said estate, or the settlement thereof ; and for that purpose to appear for and represent me before the orphans' court, or before any judge or court before whom any such cause, action or matter, may be brought or pending : To submit any matter in dispute to reference or arbitration, and to settle an account or accounts with the said orphans' court, or any court of probate, of all his proceedings herein : And generally, to take and use all due means for the settlement of the estate aforesaid, according to law : And in the premises to act, transact, determine and accomplish, whatever I myself could, might or ought, as fully and effectually to all intents and purposes, as though I were personally present, although the matter should require more special authority than is herein comprised, and to substitute and appoint one or more attorneys under him, if he shall judge it necessary : Hereby ratifying and confirming whatever my said attorney or his substitutes shall lawfully do or cause to be done in and about the premisses, by virtue of these presents. In witness &c.



A letter of attorney to acknowledge a deed where the grantor lives out of the state, to be annexed to the deed.

TO all to whom these presents shall come ; Whereas I F. H. of ——— county and state of *Virginia* have bargained and sold to W. H. of the county of ——— and state of *Maryland* the *three lots or portions of ground* mentioned and described in the *aforegoing* deed, and have received the consideration money for the same : Now know all men by these presents, that I the said F. H. for the purpose of conveying to the said W. H. a good, sure and perfect estate in fee simple in the said lots of ground with their appurtenan-

ces, have made, constituted and appointed, and by these presents do make, constitute and appoint W. C. my true and lawful attorney, to appear before two of the justices of the peace for the county of — in the state of Maryland aforesaid, and for me and in my name to acknowledge the deed of bargain and sale hereto annexed to be the act and deed of me the said F. H. and the lots or portions of ground therein mentioned to be the right and estate of the said W. H. the grantor named in the said deed his heirs and assigns forever; And the same when so acknowledged as the proper act and deed of me the said F. H. to the said W. H. to deliver, or to do, make, execute or acknowledge any other thing or things, acknowledgment or acknowledgments, deeds or conveyances whatsoever, which may be required by law for the granting, conveying and assuring the said three lots of ground and premises with their appurtenances unto the said W. H. his heirs and assigns, according to the true intent and meaning of the said deed of bargain and sale, hereby ratifying confirming and allowing whatsoever my said attorney shall lawfully do in the premises; In witness whereof I have hereto set my hand and affixed my seal this — day of — in the year —

Signed, sealed and delivered }
 in the presence of }
 M. O. G. H.

F. H. { * ~ ~ *
 { SEAL }
 { * ~ ~ * }

_____ County, to wit:

ON the — day of — in the year &c. personally appeared M. O. before us the subscribers two justices of the peace for the state of Maryland, in and for the county aforesaid and being duly sworn on the holy evangely of almighty God, deposeth and saith that on the — day of — in the year &c. he this deponent did see F. H. the grantor named in the deed of bargain and sale hereunto annexed, sign, seal and deliver the said deed as and for his act and deed; And that this deponent also saw the said F. H. sign, seal and deliver the aforegoing letter of attorney, and heard him acknowledge the same to be his act and deed: And further that this deponent and a certain W. G. at the request of the said F. H. did subscribe their names as witnesses to the execution of the said deed of bargain and sale, and the said letter of attorney.

Sworn before I. S.
 A. C.

_____ County, to wit:

BE it remembered, that on this — day of — in the year of our Lord, one thousand eight hundred and —, W. C. the person named in the aforegoing letter of attorney, personally appeared before us the subscribers, two justices of the peace for the state of Maryland, in and for *Washington* county aforesaid, and by virtue and in pursuance of the powers in him vested, in and by the

said letter of attorney, acknowledged the deed of bargain and sale hereunto annexed, to be the act and deed of F. H. the grantor therein named, and the three lots or portions of ground and premises, with their appurtenances, to be the right and estate of W. H. his heirs and assigns forever, agreeably to the true intent and meaning of the said deed. Taken and certified by us, according to act of assembly in such case made and provided.

I. S.
A. C.



A revocation of a letter of attorney.

KNOW all men by these presents, that whereas I, A. B. of — in and by my letter of attorney, bearing date &c. did make, constitute and appoint C. D. of &c. my lawful attorney for recovery of all debts and sums of money whatsoever due to me the said A. B. from E. F. of &c. as by the said letter of attorney may appear. Now know ye, that I the said A. B. for that the said C. D. hath abused the authority by me in him reposed, (*or thus, for divers good causes and considerations, me hereunto moving,*) have revoked, countermanded, annulled and made void, and by these presents do revoke, countermand, annul and make void, the said letter of attorney, and all power and authority thereby given, or intended to be given to the said C. D. Witness &c.



Letter of attorney to two persons, but in case of death, absence or refusal of both or either of them, then to another alone, or with either of them that will act.

APPOINT D. and E. &c. jointly and either of them separately, and in case of the decease, absence or refusal of the said D. and E. or either of them to act as our attorneys by virtue hereof; then we ordain, authorise, constitute and appoint F. of &c. alone or together with either of them the said D. and E. as shall be living and present there, and will act as our attorney, by virtue of these presents, jointly or either of them severally, to be our true &c.



Letter of attorney from a merchant to two of his clerks to transact and manage commercial concerns.

MY two clerks C. D. and E. F. of &c. to be my true and lawful attorneys, jointly for me and in my name, to transact and manage all business; also to open all letters of correspondence, to sign

and answer the same, and to draw, accept, indorse and pay all bills of exchange or other promissory notes: all monies to receive, acquittances for the same to give; also to draw and sign all orders and drafts for payment of money, as well as on the cashiers of the bank of —, as on Messrs. G. H. and co. of — bankers, or on any other persons or bankers where I the said A. B. shall keep cash; and further also to settle, balance and arrange all books and accounts; and generally to do every act, matter and thing, as the nature of the business of me the said A. B. may require. And I do hereby ratify &c.



Letter of attorney from an administratrix of a co-partner to the surviving partner, of all debts due in partnership.

WHEREAS J. W. of &c. and W. I. late of &c. deceased, in his life were co-partners in the trade or business of a merchant, during which term of their co-partnership, divers and several debts were made due to them as co-partners, which as yet remain unsatisfied: And whereas a moiety thereof belongs to E. I. of &c. late wife and administratrix of all and singular the goods, chattels and debts, which lately did belong and appertain unto the said W. I. her husband deceased, by virtue of the administration aforesaid, and divers other debts were made since by the said J. W. and the said E. I. which do also remain unsatisfied; one part or share whereof, belongs to the said E. I. Now know all men by these presents, that I, the said E. I. for divers good causes and considerations me thereunto moving, have made, ordained, authorised, constituted and appointed, and by &c. the said J. W. to be my true and lawful attorney and assignee, in the name or names of the said W. I. deceased, or me the said E. I. and the said J. W. or in the name of us, or any of us, as the case shall or may require, but to the only proper use, benefit and behoof of my said attorney, his executors and assigns, to ask, demand, levy, sue for, recover and receive, all and singular such debts, sum and sums of money, as are or shall be due or any ways belonging to me the said E. I. by any person or persons whatsoever, for or in respect of the said co-partnership, between the said J. W. and W. I. deceased, or for or in respect of any other dealings between me the said E. I. and the said J. W. giving and by these presents granting unto the said J. W. as full power and lawful authority to act as aforesaid, in and about the premises, as if I the said E. I. were personally present; and upon receipt &c. &c. And I the said E. I. for myself, my executors and administrators, do covenant, promise and grant, to and with the said J. W. his executors, administrators and assigns, by these presents in manner following, that is to

say : that I the said E. I. my executors, administrators or assigns, shall at no time hereafter revoke, make void or disallow, this present writing or letter of attorney, or the authority herein given, in part or in all, or any action, suit, plaint, plea or process, which shall at any time or times hereafter be brought, sued or prosecuted against any person or persons, for the recovering and receiving of any of the said debts, monies and premises, or of any part thereof as aforesaid, by virtue of the power hereby given : And lastly, that I the said E. I. my executors or administrators, shall not at any time or times hereafter, compound, receive, release or discharge any of the aforesaid debts, dues, sum and suras of money, or all and singular such share, part and proportion of the same debts, monies and premises, or any part thereof, without the consent or agreement of the said J. W. his executors, administrators or assigns, first had and obtained in writing, under his and their hands and seals, for that purpose. In witness &c.



Letter of attorney to receive legacies and effects.

APPOINT C. D. and E. F. of &c. to be his true and lawful attorneys jointly or separately, general and special, giving and by these presents granting unto his said attorneys, full power and absolute authority to represent the person of him the said constituent, and in his name, and to and for his use and behoof, to ask, demand, have, take, recover and receive, all inheritances, legacies, bequests, shares, interest, claims or demands, that shall or may already have any ways by testament, last will, codicil or otherwise been given, made, left, bequeathed or devolved, or shall or may hereafter, from time to time be given, made, left, bequeathed or devolved, appertain or belong to him the said constituent, from all and every estates, effects, heirs, executors, administrators or assigns, or of and from whomsoever else it doth, shall or may concern, in — and for whatever shall be received, proper acquittances, releases and discharges, for the same or any part thereof, to give, sign and execute in the name of the said constituent or otherwise : And further also, to inspect, examine and search, all wills, testaments and codicils, also to administer, and all books, accounts and writings, to settle and liquidate, and if required, any suit or suits at law or equity, to bring and institute, and for that purpose to appear before all judges, justices or ministers of the law of the place, and as the case shall or may require, there to proceed against all those whom it shall or may concern, and to seize, sequester, arrest, attach, imprison and condemn, and out of prison again to deliver, giving and by these presents granting, unto his said attorneys, full power and authority, in the name of him the said constituent, or otherwise to enter into, sign, seal and exe-

cute, all agreements, arrangements or other acts, requisite in the premises : and the said A. B. doth hereby authorise and empower the said C. D. and E. F. to substitute one or more attornies under them, and those again at pleasure to revoke, and generally to do every other act, matter or thing, as shall be necessary and requisite to be done, for the better and more effectual recovering and obtaining the right, interest and claims of him the said constituent in the premises, in as full and ample a manner, as he the said constituent might or could do, if personally present. Hereby ratifying, &c.



Letter of attorney to receive debts &c. and revocation of a former letter of attorney.

WHEREAS I, A. B. of &c. did on or about the — day of — now last past, by a certain writing or letter of attorney, authorise and empower C. D. of &c. to demand, sue for, recover and receive, as well of and from E. F. of &c. and G. H. of &c. as of and from all other person and persons whatsoever, resident at — or elsewhere, in the said island of — all debts, dues, sums of money, goods, wares, merchandises, effects and things due, payable or belonging to me the said A. B. (or to that effect,) as thereby, relation being thereunto had, will and may more fully and at large appear. Now know all men by these presents, that I the said A. B. for divers good causes and considerations, me thereunto moving, have revoked, recalled, countermanded, and by these presents do revoke, recall, countermand and to all intents and purposes make null, void and of none effect, the said writing or letter of attorney, and all powers and authorities therein and thereby made, granted and given to the said C. D. and all other things therein contained : and all acts, matters and things, which might or may be acted, done and performed, by virtue or means thereof. And do hereby make, ordain, autherise, constitute and appoint, I. W. of — in the said island of — my true and lawful attorney, for me and in my name, place and stead, to ask, demand, levy, recover and receive, of and from the said C. D. or whomsoever else it may concern, all such debts, dues, sum and sums of money, goods, wares, merchandises, effects, and things, and every part thereof, which he the said C. D. shall have received of the said E. F. and G. H. or of either of them, or of and from any other person or persons whatsoever, resident at — or elsewhere, in the said island of —. And also for me and in my name, place and stead, to ask, demand, levy, recover and receive, of and from the said E. F. and G. H. or of either of them, and of and from all other person or persons whatsoever, resident at —, or elsewhere in the said island of —, all such debts, sum and sums of money, goods, wares, merchandises, effects and things,

which is and are still due and owing unto me the said A. B. and unreceived and unpaid. And on receipt thereof, or any part thereof, acquittances, or other sufficient discharges for the same, for me and in my name, to make, seal and deliver; and to do all lawful acts and things whatsoever, concerning the premises, as fully in every respect as I myself might or could do, if I were personally present, and an attorney or attorneys under him, for the purpose aforesaid, to make and at his pleasure to revoke: Hereby ratifying, allowing and confirming, all and whatsoever my said attorney shall in my name, legally do or cause to be done, in and about the premises, by virtue of these presents. In witness &c.

~~~~~

### Letter of attorney from a person impowered by another to receive a debt.

KNOW all men by these presents, that I, A. B. of &c. the lawful attorney of C. D. of &c. have made, ordained, authorised, constituted, appointed and substituted, and by these presents (by virtue of the power and authority to me in that behalf given by the said C. D. by a certain writing or letter of attorney under his hand and seal, dated the —— day of —— now last past,) do make, ordain, authorise, constitute, appoint and substitute, E. F. of &c. in my place and stead, to act as and be the attorney of the said C. D. and in his name to demand and receive of and from G. H. &c. all &c. And upon receipt of the said sum of £ —— or any part thereof, by virtue of these presents, to make and give sufficient receipts and discharges for the same. And I the said A. B. do hereby give and grant unto the said E. F. all my full power and authority as attorney of the said C. D. and otherwise in and touching the said premises, to use, have and take all lawful ways and means in and for recovering of the said sum of —— and every part thereof, of the said G. H. and to do and perform all other matters and things in and to the premises requisite and necessary, as fully as I myself might or could do by virtue of the power to me given by the said C. D. or otherwise. And I do hereby ratify, &c.

~~~~~

Letter of attorney to execute a deed of composition, and receive a dividend.

————— TO sign, seal and execute an indenture of three parts, bearing date &c. and made or mentioned to be made between C. D. and E. of &c. creditors of F. and trustees for and on behalf of other the creditors of the said F. of the first part; G. H. I.

me the said A. K. &c. (*and so on*) creditors of the said F. of the second part; and the said F. of the third part; also for me and in my name, and to and for my proper use and behoof, to demand and receive of and from the said C. D. and E. either or any of them, all monies due and payable to me upon or by virtue of the said indenture, as well for my share and dividend of the sum of —, already received and in the hands of the said C. D. some or one of them, of the estate and effects of the said F. or of so much thereof which shall hereafter be recovered and received, in proportion to the debt of £ —, owing to me by the said F. And I do hereby give and grant unto my said attorney my full power and authority, in and touching the premises, to do and perform all matters and things, for the recovery and receiving the monies due, or which shall become due and payable to me by virtue of the said indenture, as fully as I myself might or could do if I were personally present. And I do hereby ratify and confirm such the execution of the said deed by the said I. M. as aforesaid, and all other legal acts and things which shall be by him done and performed in and to the premises by virtue of these presents.

In witness &c.



A letter of attorney from trustees to debtors, to receive their own debts.

/ KNOW all men by these presents, that we A. B. of &c. and C. D. of &c. trustees nominated by and on behalf of the creditors of E. F. and G. H. of &c. and partners, in and by a certain indenture of assignment, dated on or about the — day of — now last past, Have made, ordained, authorised, constituted and appointed, and by these presents do make, ordain, authorise, constitute and appoint, and in our place and stead put and depute, the said E. F. and G. H. our true and lawful attornies, jointly for us, and in our names, and to and for our use and benefit, as trustees as aforesaid, to ask, demand and receive of and from all and every person or persons whomsoever, all such debt and debts, sum and sums of money as are now outstanding, or are and shall be due and owing to the estate of the said E. F. and G. H. or to us as trustees as aforesaid; And upon receipt thereof, or of any part thereof, in our names as trustees as aforesaid, to make, sign, seal, execute and deliver proper and sufficient acquittances, releases or other discharges for the same. But it shall not be lawful for the said E. F. and G. H. to release or compound, or agree to accept any dividend for any debt or debts, sum or sums of money now due, or hereafter to become due and owing to us as trustees as aforesaid, nor to constitute or appoint any attorney or attornies under them, without our special license and consent in writing for

that purpose first had and obtained. And the said E. F. and G. H. shall duly account to us the said A. B. and C. D. and shall thereupon immediately pay or cause to be paid in our joint names, into the hands of Messrs. L. M. and Co. of — &c. all such sum and sums of money which they the said E. F. and G. H. shall receive by virtue of these presents. And in default of such accounts being rendered, or such payments being made, in manner aforesaid, these shall be absolutely void. And we the said A. B. and C. D. do hereby promise to ratify, &c.

~~~~~

### Letter of attorney to receive and recover money from underwriters.

KNOW all men by these presents, that I A. B. of &c. send greeting. Whereas I, the said A. B. have shipped or cause to be shipped in and upon a certain ship or vessel called the — whereof C. D. is and then was master, the following goods and merchandizes, viz. — which said goods and merchandizes were shipped on board the said vessel at —, and intended and destined for the port of — in —, for which said voyage the ship or vessel sailed on or about the — day of — now last past. And whereas I the said A. B. caused sundry policies of insurance to be underwrote by certain underwriters for assuring the said goods and merchandizes, so shipped on board the said ship or vessel, from loss and damage by sea, as by the said policies of assurances dated the — day of —, reference being thereunto had, will and may more fully and at large appear. And whereas the said ship or vessel was by stress of weather forced into —, and her said cargo is become spoiled and totally damaged, and I the said A. B. have thereby sustained a loss to the full amount, purported to be assured in and by the said — policies of assurance. Now I, the said A. B. have made, ordained, nominated, constituted and appointed, and by these presents, do make, ordain, nominate, constitute and appoint C. D. of &c. my true and lawful attorney, for me and in my name, and for my use, to ask, demand and recover of and from the underwriters and insurers, who have signed and subscribed the said policies of insurance for assuring the said goods and merchandizes shipped by me the said A. B. on board the said ship or vessel called the —, or of and from their several and respective heirs, executors or administrators, or whomsoever else it doth, shall or may concern, the several sum and sums of money which I the said A. B. may be entitled to recover of and from the said underwriters or insurers by virtue of the said policies of insurance by them respectively underwrote and signed, and assured from loss or damage by sea: And all such costs and charges which I or my said attorney may have been put to touching the

premises; and in default of payment of the same, or any part or parcel thereof, for me the said A. B. and in my name to commence and prosecute with effect any action or actions, suit or suits, either at law or in equity, against the said insurers and underwriters who have subscribed and underwrote the said several policies of insurance, or their heirs, executors or administrators, or whomsoever else it doth, shall or may concern, for the recovery and enforcing the payment thereof, and every part thereof; and on payment of the said several sums so insured, or any part thereof, for me the said A. B. and in my name to give, sign, seal and execute proper receipts, or other good and sufficient discharges: And also for me the said A. B. (if the said C. D. shall see it fitting,) to compromise, conclude and agree by arbitration, the several and respective claims and demands which I the said A. B. have against the said insurers and underwriters, by virtue of such policies of insurance: and generally for me the said A. B. and in my name, to do, transact and perform all and every other thing and things, act and acts whatsoever, touching and concerning the said policies of insurance, as fully and effectually to all intents and purposes whatsoever as I the said A. B. might or could do if personally present. Hereby ratifying, &c.



### Letter of attorney to sell stock, and to receive the intermediate dividends.

KNOW all men by these presents, that I, A. B. of &c. do make, constitute and appoint C. D. and E. F. of &c. jointly or severally, my true and lawful attornies or attorney, for me, and in my name, and on my behalf, to sell, assign and transfer unto any person or persons whatsoever, and for such price or consideration as my said attornies or attorney shall think fit, all or any part of &c. And also for me and in my name, to make and pass all necessary acts of assignments and transfers, to receive and give receipts, acquittances and discharges for the consideration money arising from the sale thereof, and also to receive and give receipts for all interest and dividends now due, or that may or shall hereafter become due on the said capital stock, until the transfer thereof. Hereby ratifying, &c.



Probat under the attachment law of 1795, ch. 56,  
that debtor not being a citizen is indebted, &c.

STATE OF MARYLAND, sc.

BE it remembered, that on this ——— day of ——— in  
the year ——— personally appears D. P. before me the subscri-



ber,\* one of the *judges* of the said state for the *general court*, and maketh oath that A. D. not being a citizen of the state of Maryland, and not residing therein, is *bona fide* indebted to him the said D. P. in the sum of —, over and above all discounts, and the said D. P. at the same time produces the *protasted bill of exchange*, and which is hereunto annexed, by which the said A. D. is so indebted; and the said D. P. also makes oath, that he doth know (*or is credibly informed and verily believes,*) that the said A. D. is not a citizen of the state of Maryland, and that he doth not reside therein.

Sworn before

I. T. C.



Probat under the same law, that debtor being a citizen, has fled from justice, &c.

## STATE OF MARYLAND, sc.

BE it remembered that on this — day of — in the year — personally appears D. P. before me the subscriber, one of the judges of the said state, for the general court, and makes oath on the holy evangely of almighty God, that A. D. a citizen of the state of Maryland, is *bona fide* indebted to him the said D. P. in the sum of —, over and above all discounts, the said D. P. at the same time producing the *account* which is hereto annexed, by which the said A. D. is so indebted; and the said D. P. also makes oath, that he doth know, (*or is credibly informed and verily believes*) that the said A. D. is actually run away, (*or fled from justice or removed from his place of abode*) with intent to injure and defraud his creditors.

Sworn before I. T. C.

NOTE....The above probats may be made before any judge of any of the United States, but such probats are not evidence, unless there be thereto annexed, a certificate of the clerk of the court of which he is judge, or certificate of the governor; chief magistrate or notary public, of such state, that the said judge "hath authority to administer such oath or affirmation." 1795, ch. 56, sec. 2.



Probat under the same law that the person on whom an attachment is to be served as garnishee is about to remove, &c.

## STATE OF MARYLAND, sc.

BE it remembered, that on this — day of — in the year —, personally appears D. P. before me the subscriber, *chief judge* of the said state for the *general court*, and makes oath on the holy

\* May be made before either a judge of the general court, justice of the county court, or a justice of the peace.

R

evangelically of almighty God, that he verily believes that G. G. against whom a writ of attachment, about to be prosecuted by him the said D. P. against the lands, tenements, goods, chattels and credits, of A. D. is to be directed to be served as garnishee, hath property belonging to the said A. D. in his hands and possession (or *under his care*, or, *is indebted to the said A. D. in the sum of ———, though the same is not yet due*) and that he verily believes that he has just cause to fear that the said G. G. is about to depart and remove from the county where he resides.

Sworn before J. H.

---

## OF BILLS AND PROMISSORY NOTES FOR THE PAYMENT OF MONEY.

---

THESE notes are assignable by indorsement, as bills of exchange are, and will in case a certain time of payment be therein fixed, bear interest from the time due, provided the note be protested by a notary public, within three days after that time; so that in all cases, except where the *solvency* of the drawer or debtor is doubted, it is best in such notes to mention a certain time of payment, as two or three days after date, or otherwise as the case requires. The *indorser* becomes liable to payment, as well as the drawer; and when once an indorseable note, (that is to say) *one payable to order*, is transferred to a third person, it cannot then be in the power of the indorser, by release or other instrument of writing, to acquit or free the drawer from being liable; the property the indorser at first had in the note, being entirely removed by his indorsement. In the case of a bond or obligatory bill, it is otherwise; for there the obligee, after having assigned the same to a third person, may by a release or other *specialty*, destroy the validity of the obligation, and consequently free the obligor from the burden thereof. 4 and 5 Ann. ch. 9. Gilb. Chan. p. 290.

~~~~~

A penal bill for the payment of money.

KNOW all men by these presents, that I, C. D. of &c. do owe unto E. F. of &c. the sum of ——— lawful money of ——— to be paid unto the said E. F. his executors, administrators or assigns, on or before the ——— day of ——— next, ensuing the day of the date hereof; for which payment well and truly to be made, I bind

myself, my heirs, executors and administrators, to the said E. F. his executors, administrators or assigns, in the penal sum of —, of like lawful money, firmly by these presents. In witness whereof, I have hereto set my hand and seal, the &c. in the year &c.

Sealed &c.

C. D.

* ~ ~ ~ *
 { SEAL }
 * ~ ~ ~ *

~~~~~

A single bill for payment of money, *i. e.* a bill without a penalty.

KNOW all men by these presents, that I, C. D. of &c. do owe and am indebted to E. F. of &c. lawful money of —, to be paid to the said E. F. his executors, administrators or assigns, on or before &c. In witness &c.

~~~~~

The form of a promissory note, or common note for money.

I PROMISE to pay to C. D. or order, the sum of &c. three months after date, (*or on demand if thought necessary*) for value received. Witness my hand, this — day of —.

~~~~~

Another.

FOR value received, I promise to pay to C. D. or order, the sum of — on demand, with interest till paid, (*or, on or before the — day of — with interest, &c.*) Witness &c.

---

## OF BONDS AND THE CONDITIONS THEREOF.

---

A BOND is a writing obligatory, for payment of money, &c. consisting of two parts, 1st. The obligation, wherein are inserted the names of the parties and their additions, the penalty, date, &c. and 2ndly. The conditions, which expressly mentions what money is to be paid, or thing to be performed, and the limit-

ed time for performance thereof; for which the obligation is peremptorily binding.

When the matter or thing to be done, or not to be done, by a condition, is unlawful or impossible, or the condition is repugnant, insensible or uncertain, it is void. And if a thing be possible at the time of making the obligation, but afterwards becomes impossible by the act of God, or of the law, or of the obligee, it will be void. Also, if a man or woman is compelled for fear of imprisonment, to enter into a bond &c. such compulsion will frustrate the bond. Co. Lit.

Where no place is mentioned for the payment of money on a bond, the obligor is to find out the obligee if he be in the state; and if a day is not set for the payment of money, the debt is due presently; but if it be on a mortgage, the party shall have time, unless hastened by request. 1 Inst. 208, 209.

In obligations, he to whom the obligation is made, is called the obligee, and he who is bound, is called the obligor. In other writings the parties are styled according to the legal terms, as vendor, vendee, lessor, lessee, mortgagor, mortgagee, grantor, grantee, donor, donee, &c. But all parties must be of the full age of twenty-one years; for infants cannot make any obligation, or covenant, &c. unless it be for necessities, apparel, schooling, &c. Persons of full age must also be of sound mind, and not lunatics, idiots, &c. Co. lit. 171. 4 Co. Rep. 126.

An heir is not bound, unless he be expressly named in the obligatory part of the bond; but the executors or administrators are bound, though not named; they more representing the person of the deceased obligor, and being entitled to take an advantage of a chattel, when not named, notwithstanding the heir is.

Dy. 14. 271.



### A bond, with a condition from one to one.

KNOW all men by these presents, that I, C. D. of &c. am held and firmly bound unto E. F. of &c. in the sum of £. 200 lawful money, to be paid to the said E. F. or his certain attorney, his executors, administrators or assigns; to which payment well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents: Scaled with my seal, dated the — day of — in the year of our Lord, one thousand eight hundred and —.

The condition of this obligation is such, that if the above bound C. D. his heirs, executors or administrators, do and shall, well and truly pay, or cause to be paid, unto the above named E. F. his executors, administrators or assigns, the full sum of (£. 100) lawful money, with legal interest for the same, on or before the —



day of — next, ensuing the date hereof: Then this obligation to be void, or otherwise to be and remain in full force and virtue.

Signed, sealed and delivered }  
in the presence of }

C. D.



~~~~~

A bond, with a condition from two to one.

KNOW all men by these presents, that we, C. D. of &c. and E. F. of &c. are held and firmly bound to G. H. of &c. in —, lawful money, to be paid to the said G. H. or his certain attorney, his executors, administrators or assigns, to which payment, well and truly to be made, we bind ourselves and each of us, by himself, (*if one of the obligors be a woman write thus, viz. by him and herself,*) for and in the whole, our heirs, executors and administrators, and each of us, firmly by these presents. Sealed with our seals, dated &c.

The condition of this obligation is such, that if the above bound C. D. and E. F. or either of them, their or either of their heirs, executors or administrators, do and shall well and truly pay, or cause to be paid, to the said G. H. his executors, administrators or assigns, the full sum of — lawful money of —, with legal interest for the same, on or before the &c. which will be in the year of our Lord &c. then &c. otherwise &c.

~~~~~

### A bond, with a condition from three to one.

KNOW all men by these presents, that we, C. D. of &c. E. F. of &c. and G. H. of &c. are held and firmly bound unto I. K. of &c. in the sum of — &c. lawful money, of — to be paid to the said I. K. or his certain attorney, his executors, administrators or assigns; to which payment well and truly to be made, we bind ourselves and every one of us, by himself, (*but if a female be an obligor, then as in the last*) for and in the whole, our heirs, executors and administrators, and every of us, firmly by these presents. Sealed &c.

The condition of this obligation is such, that if the above bound C. D. E. F. and G. H. or either, or any of them, their or either, or any of their heirs, executors or administrators, do and shall &c.

### A bond, with a condition from one to two.

KNOW all men by these presents, that I, C. D. of &c. am held and firmly bound unto E. F. of &c. and G. H. of &c. in the sum of &c. lawful money of —, to be paid to the said E. F. and G. H. or one of them, or to their certain attornies, their executors, administrators or assigns; to which payment, well and truly to be made, I bind myself &c. &c.

The condition of this obligation is such, that if the above bound C. D. his heirs, executors or administrators, do and shall well and truly pay or cause to be paid unto the above named E. F. and G. H. or either of them, their or either of their executors, administrators or assigns, the full sum of &c. then &c. &c.



### A bond from three to three.

KNOW all men by these presents, that we, C. D. of &c. E. F. of &c. and G. H. of &c. are held and firmly bound to I. K. of &c. L. M. of &c. and N. O. of &c. in the sum of &c. to be paid to the said I. K. L. M. and N. O. or some of them, or their certain attornies, their executors, administrators or assigns; to which payment well and truly to be made, we bind ourselves, and every of us by himself, for and in the whole, our heirs, executors and administrators, and every of us, firmly by these presents. Sealed &c. dated &c. The condition &c.



### A condition of a bond for the payment of money at several days.

THE condition of the above obligation is such, that if the above bound C. D. E. F. and G. H. or either or any of them, their, or either or any of their heirs, executors or administrators, do and shall well and truly pay, or cause to be paid, unto the above named I. K. L. M. and N. O. or either of them, their, or either of their executors, administrators or assigns, the just and full sum of — current money, with legal interest thereon, in manner following; that is to say, the sum of —, part thereof, with legal interest on the whole sum, on or before the — day of — next ensuing the date above written, the sum of — other part thereof, with legal interest on the whole sum then due, on or before the — day of — in the year of our Lord one thousand eight hundred and — and the further sum of —, residue and in full payment thereof, with legal interest thereon, or on such sum as may be then due, on or before the — day of — in the

year &c. then this obligation to be void ; but if default shall be made of or in payment of any or either of the said several and respective sums of money above mentioned, or any part of any or either of them, together with legal interest as aforesaid, on any or either of the said several and respective days and times above limited for payment of the same, according to the true intent and meaning of these presents, then this obligation to be and remain in full force and virtue in law. Signed, sealed, &c.



### Bail bond given to a sheriff.

MARYLAND, ————— County, sc :

KNOW all men by these presents, that we A. B. C. D. and E. F. of ——— county, and state aforesaid, are held and firmly bound unto S. S. sheriff of ——— county aforesaid, in the full and just sum of ——— current money, to be paid to the said S. S. his certain attorney, executors, administrators or assigns ; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this ——— day of ——— in the year of our Lord one thousand eight hundred and ———.

The condition of the above obligation is such, that if the above bound A. B. do and shall well and truly make his personal appearance before the &c. to be held at &c. on the ——— day of &c. next, and then and there answer unto P. P. in a plea that he render unto him the full and just sum of ——— current money, which to him the said P. P. the said A. B. owes and unjustly detains and so forth (*this must be as in the writ*) then the above obligation to be void, else to remain and be in full force and virtue in law.

### Assignment thereof by the sheriff to the plaintiff.

KNOW all men by these presents, that I S. S. the sheriff within named, do hereby for myself, my executors and administrators, assign and set over unto P. P. (the plaintiff named in the condition of the within written bond) his executors, administrators and assigns, the within mentioned bond, pursuant to an act of assembly in such case made and provided. In witness whereof I have hereunto set my hand and seal, this ——— day of ——— in the year of our Lord one thousand eight hundred and ———.

Witness,

I. K. L. M.

I. S.



See the acts 1715, ch. 46. October, 1780, ch. 10, and Stat. 23. Hen. 6. ch. 9.

## Bail piece.

P. P. plaintiff  
 against  
 D. D. defendant. }

YOU E. E. and E. F. do jointly and severally acknowledge yourselves special bail for the said D. D. at the suit of the said P. P. in an action of *debt*, brought by the said P. P. against the said D. D. in the *general* court; they acknowledge themselves to be content therewith, this — day of — in the year of our Lord one thousand eight hundred and —, before the subscribers, two justices of the peace in and for — county.

To the honorable the judges } K. L.  
 of the general court. } L. M.

I D. D. do empower, authorise and appoint I. K. esquire to appear for me in the above action. Given under my hand and seal this — day of — in the year of our Lord one thousand eight hundred and —.

Witness,  
 N. O.

D. D. } \* ~ ~ ~ \*  
 } SEAL }  
 } \* ~ ~ ~ \*

October 1778, ch. 21. Sec. 4.



## A bill of credit.

THIS present writing witnesseth, that I A. B. of &c. do undertake to and with C. D. of &c. his executors and administrators, that if he deliver unto E. F. of &c. or any of his assigns to his use, any sum or sums of money, amounting to the sum of — of lawful &c. or under, and shall take in my name a bill or bills, under the hand of the said E. F. confessing and shewing the certainty thereof, that then I, my executors or administrators, having the said bill or bills delivered to me or them, shall, immediately upon the receipt of the same, pay or cause to be paid, unto the said C. D. his executors, administrators or assigns, all such sums of money as shall be contained in the said bill or bills, for which payment, well and truly to be made in manner and form aforesaid, I bind myself, my executors, administrators and assigns, by these presents. In witness, &c.



Bill of sale of ——— parts of goods on board a ship, (the other parts being salvage, the ship having been taken by the French and retaken) in consideration of a debt, with a covenant from the bargainer to be answerable for the surplus value beyond the amount of the debt.

THIS indenture made &c. between A. B. of &c. of the one part, and C. D. of &c. of the other part: Whereas the said A. B. on or about the month of ——— last past, shipped on board the ship or vessel called the ——— whereof E. F. was then master and which was then riding at anchor in the river ———, and bound for ———, the goods, wares and merchandizes herein after mentioned and described, which said ship and merchandises, on or about the ——— day of ——— last past, was taken by a French ship of war, and re-taken on or about the ——— day of the same month by the ——— privateer of ——— and carried into, and is now in the said port, by which re-taking the captors belonging to the said privateer are entitled to ——— parts of the said goods, the other ——— parts remaining the property of the said A. B. Now this indenture witnesseth, that the said A. B. for and in consideration of the sum of ——— of &c. which he is indebted to the said C. D. on account of goods heretofore sold and delivered by the said C. D. to him the said A. B. and the charges thereon. Hath granted, bargained, sold and assigned, and by these presents doth &c. unto the said C. D. his executors, administrators and assigns, all his ——— parts, shares, right, title, interest and property of and in (*here insert the quantity and quality of the goods,*) which goods, wares and merchandises were as aforesaid shipped on board the said ship, and are now at ——— aforesaid and are or were marked or numbered as in the margin of the bill of lading hereunto annexed, reference being thereunto had, may more fully appear. To have and to hold the said ——— parts and shares of the said goods, wares and merchandises, to the said C. D. his executors, administrators or assigns forever; Provided nevertheless, that if the neat produce arising from the sale or disposal of the said ——— parts or shares of the said goods, wares and merchandises, after deducting all necessary charges and expences on account of the same, shall amount to more than the said sum of ——— then the said C. D. does hereby for himself, his executors, administrators and assigns, covenant, promise and agree, to and with the said A. B. his executors, administrators and assigns, that he the said C. D. shall and will be accountable for and pay such surplus to the said A. B. whenever he shall be thereto required after such sale and disposal. In witness &c.

## Bill of sale of wages.

TO all to whom these presents shall come — a seaman of and belonging to the ship or vessel called the — whereof — is master, sendeth greeting: Whereas the said — is and stands justly and truly indebted unto — of — in the full and just sum of — of good and lawful money of the United States for money lent and advanced and goods sold and delivered by the said — to him the said —: Now know ye, that in consideration of the premises, and for and in consideration of the sum of five shillings to the said — in hand well and truly paid by the said — at or before the ensembling and delivery of these presents, (the receipt whereof is hereby acknowledged,) he the said — hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over, unto the said — his executors, administrators and assigns, all such sum and sums of money, wages and pay whatsoever now due, owing or payable, or which shall or may become due, owing or payable to him the said — from any person or persons whomsoever for his services on board the said ship called — or on board of any other ship or vessel whatsoever, and all the right, title, property, claim and demand whatsoever of him the said — of, in and to the same respectively, and every part thereof, to have, hold, receive and take the said several sums of money, wages and pay, hereby assigned unto the said — his executors, administrators and assigns, to and for his and their own use. Upon trust nevertheless in the first place to pay and retain to himself and themselves all such sum and sums of money, wages and pay as shall be due and owing from the said — to the said — upon a fair account, and then upon further trust to pay such surplus (if any) as shall remain unto the said — his executors, administrators and assigns. And the said — for the consideration aforesaid hath made, constituted and appointed, and by these presents doth make, constitute and appoint, the said — to be his true and lawful attorney for him the said — and in his name, but to and for the use and benefit of the said — upon trust as aforesaid, to ask, demand, sue for, and by all lawful ways and means recover and receive of and from the master and owners of the said ship — or of and from all and every other person and persons whom the said — doth, shall or may concern, all such sum and sums of money, wages and pay as is, are, shall or may be due, owing and payable to him the said — for his services on board the said ship — or on board any other ship or vessel whatsoever, and give proper acquittances and discharges for the same on receipt; and to settle and agree for and in respect of the premises as the nature of the case may be or require, and if needful to appoint one or more attorney and attorneys under him the said — for the purposes aforesaid, and the same again at pleasure to revoke; and generally to do, perform and

execute all and every act, matter and thing whatsoever, needful or necessary to be done in or about the premises, as fully, amply and effectually to all intents and purposes as he the said ——— could or might do if these presents had not been made; promising hereby to allow ratify and confirm all and whatsoever the said ——— and his substitutes shall lawfully do in the premises by virtue of these presents. He the said ——— his executors, administrators or assigns, accounting nevertheless with and paying unto the said ——— his executors, administrators or assigns all such surplus money (if any) which shall remain as above mentioned. In witness, &c.

~~~~~

Bill of sale of a ship.

KNOW all men by these presents that I A. B. of &c. for and in consideration of the sum of ——— lawful money of the United States of America to me in hand well and truly paid at and before the sealing and delivery hereof by C. D. of &c. the receipt whereof I do hereby acknowledge, and thereof and thereupon, and of and from every part and parcel thereof, do acquit, release and forever discharge the said C. D. his executors and administrators, and every of them by these presents have granted, bargained, sold, assigned, transferred and set over and by these presents do fully and absolutely grant, bargain, sell, assign, transfer and set over unto the said C. D. all that ship or vessel called the ——— and now lying within the port of ——— together with all and singular the masts, sails, standing and running rigging, ropes, cables, anchors, boats, oars, tackle, apparel, furniture and appurtenances whatsoever to the said ship or vessel belonging, and therewith lately sold at auction; and which said ship or vessel was lately taken and seized as prize from the &c. (*as the case may be*) to have and to hold the said ship or vessel called the ——— and all and singular other the premises herein before mentioned, and hereby bargained and sold, or intended so to be, and every part and parcel thereof, with the appurtenances unto the said C. D. his executors, administrators and assigns, to and for his and their own proper use and benefit, and as his own proper goods and chattels from henceforth for ever. And I the said A. B. do for myself, my heirs, executors and administrators, and for every of them covenant, promise and agree, to and with the said C. D. his executors, administrators and assigns in manner following, that is to say; that I the said A. B. at the time of the sealing and delivery thereof have in myself good right, full power and lawful and absolute authority by these presents to grant, bargain, sell, assign, transfer and set over the said ship or vessel called the ——— and premises with the appurtenances, unto the said C. D. his executors, administrators and assigns, in manner and form and according to the true intent and meaning of

these presents ; and also that the said ship or vessel and premises hereby bargained and sold, and every part and parcel thereof with the appurtenances, shall from henceforth forever after remain, continue and be unto the said C. D. his executors, administrators and assigns, free and clear, and freely and clearly acquitted, exonerated and discharged of and from all other bargains, sales, gifts, grants, titles, judgments, debts, charges and incumbrances whatsoever. In witness, &c.

The receipt.

RECEIVED the day and year first above written, of and from the before named C. D. the sum of — being the consideration money before mentioned, to be by him paid to me. Witness my hand &c.



Bill of sale of a ship from two persons, each of a moiety.

KNOW all men &c. that we A. B. of &c. owner of one full moiety or half part of and in that good ship or vessel called the *Lion*, and C. D. of &c. owner of the other full and equal moiety or half part of the said good ship or vessel, for and in consideration of their several full and equal half parts or moieties of the sum of — lawful &c. to us in hand at or before the sealing and delivery of these presents, by E. F. of &c. the receipt whereof we do hereby severally acknowledge, and of and from every part and parcel thereof, do acquit, release and forever discharge, the said C. D. his executors and administrators, and every of them forever, by these presents, have severally granted, bargained, sold, assigned, transferred and set over, and by these presents each of us doth respectively, fully and absolutely sell, assign, transfer and set over unto the said E. F. his executors, administrators and assigns forever, the one full and equal moiety or half part of and in all the aforesaid ship or vessel called the *Lion*, of the burthen of — tons or thereabouts, now lying in — and — whereof each of them is declared to be owner as aforesaid ; and also of and in all and singular the masts &c. which said ship or vessel has been duly registered, pursuant to law for that purpose ; and a copy of the certificate of such registry is as follows, (*here insert it to the end*) to have and to hold the said moieties or half parts of and in the said ship or vessel, and all other &c. And they the said A. B. and C. D. do hereby severally and respectively, and not jointly, nor one for the other, nor for the others act ; but each for himself only, his executors and administrators, covenant, promise, &c. that each of them the said A. B. and C. D. hath at the time of the sealing &c. full power &c. to grant &c. the said moiety or half part of &c.

in the said ship or vessel, with the appurtenances by them respectively sold unto the said E. F. his executors, administrators and assigns, in manner and form aforesaid, and that their said several moieties or half parts of and in the said ship or vessel with the appurtenances, by them respectively sold as aforesaid, now are, and so from henceforth forever, shall be and remain and continue unto the said E. F. his executors, administrators and assigns, free and clear &c. In witness &c.

The receipt.

WE, the within named A. B. and C. D. do each of us acknowledge to have received, the day and year within written, of the within named E. F. one full moiety or half part of the sum of —, according to our parts in the said ship within sold, and being in full for the consideration of the within written bill of sale. We say received.

A. B.

£.—

~~~~~

C. D.

### Bill of sale of a ship for security of money lent on bond.

TO all &c. I, A. B. of &c. send greeting: Whereas the said A. B. by obligation under his hand and seal, bearing date &c. became and stands bound unto C. D. of &c. in the sum or penalty of —, conditioned for the payment of the sum of — of like money, on the &c. next after the date thereof, as thereby relation &c. Now these presents witness, that the said A. B. in consideration of the sum of —, paid and lent to him by the said C. D. and for which the said recited bond is given as aforesaid, the receipt whereof, the said A. B. doth hereby acknowledge, and for and as a collateral or further security unto the said C. D. for the more sure payment of the said sum of — according to the condition of the said recited obligation, he the said A. B. hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, &c. unto the said C. D. all that good ship or vessel called the —, of the burthen of — tons or thereabouts, and now laying in —, whereof &c. and all and singular the masts, &c. which ship or vessel was granted and sold to the said A. B. by E. F. of &c. by a certain writing or bill of sale bearing date &c. and has been duly registered, pursuant to law for that purpose, and a copy of the certificate of such registry is as follows: (*here insert it to the end*) to have and to hold the said ship or vessel, and all other the above bargained premises with the appurtenances unto the said C. D. his executors, administrators and assigns, to his and their own use and uses, and as his and their own proper goods and chattels from henceforth forever: And the said A. B. for himself, his executors and administrators, doth hereby covenant, promise and agree, to and with the said C. D.

his executors, administrators and assigns, in manner following, that is to say, that at the time of the ensealing and delivery hereof, he the said A. B. hath good right, full power and lawful authority to grant, bargain, sell, assign and set over, the said hereby bargained premises, unto the said C. D. his executors, administrators and assigns, in manner and form aforesaid; and that the said hereby bargained premises, and every part thereof, now are and so from henceforth forever shall be and remain and continue, unto the said C. D. his executors, administrators and assigns, free and clear, and freely and clearly acquitted, exonerated and discharged, of and from all and all former bargains, sales, gifts, grants, titles, debts, charges and incumbrances, whatsoever; Provided always, and these presents are upon this express condition, that if the said A. B. his heirs, executors or administrators, do and shall truly pay or cause to be paid unto the said C. D. his executors, administrators or assigns, the said sum of —, on the said &c. according to the condition of the said recited obligation, without any manner of deduction, according to the true meaning thereof, and of these presents; that then these presents, and every thing herein contained shall cease, be void and of none effect, any thing herein contained, to the contrary thereof, in any wise notwithstanding: And the said A. B. for himself, his executors, administrators and assigns, doth covenant, promise and agree, to and with the said C. D. his executors, administrators and assigns, by these presents as followeth, that is to say, that he the said A. B. his executors or administrators, shall and will, well and truly pay or cause to be paid unto the said C. D. his executors, administrators or assigns, the said sum of —, according to the limitation of the said proviso, and the true meaning of these presents: And that if default shall happen to be made in payment of the said sum of —, contrary to the true meaning of the said recited obligation and of these presents, that then he the said A. B. his executors and administrators, shall and do perform and execute all such further acts, deeds and things whatsoever, for the further granting, assigning and releasing, the said ship or vessel, and all other the above bargained premises, with the appurtenances, unto the said C. D. his executors, administrators or assigns, discharged of the said proviso, as by him or them, or his or their counsel learned in the law, shall be advised and required. In witness &c.



### Bill of sale of a ship, and policy of insurance upon condition.

TO all &c. (*the same as in the last to the end.*)

And whereas the said A. B. hath by writing or policy of insurance, dated the &c. insured the sum of — upon the said ship

at and from L. to M. as thereby relation &c. Now these presents further witnesseth, that the said A. B. for the consideration aforesaid, doth by these presents assign, transfer and set over unto the said C. D. his executors, administrators and assigns, the said recited policy of insurance, and all sums of money thereupon to become due and payable, and all his right of action, interest, benefit, claim and demand, of, in and to the same: To have, hold, receive and enjoy the same unto the said C. D. his executors, administrators and assigns to his and their own use and uses, subject to the proviso before contained: And for the better enabling him and them to recover and receive the same, he the said A. B. doth hereby make, authorise, constitute and appoint the said C. D. his executors and assigns to be his true and lawful attorney and attornies, to demand and receive all monies which may grow due upon the said policy from all whom it doth or shall concern, and upon receipt thereof or any part thereof, to give sufficient discharges for the same, and to all remedies, ways and means whatsoever in law and equity for recovery and receipt thereof, hereby ratifying, confirming and allowing, and agreeing to ratify, confirm and allow, all and whatsoever the said C. D. his executors or administrators shall legally do or procure to be done in and touching the premises. In witness, &c.



## Bill of sale for a vessel under the act of Congress of the United States.

KNOW all men by these presents, that ——— for and in consideration of the sum of ——— to ——— in hand paid by ——— the receipt whereof is hereby acknowledged, have and by these presents do grant, bargain, sell, assign, transfer and set over unto the said ———, together with ——— her masts, yards, sails, rigging, anchors, cables, boats, tackle apparel and appurtenances. Which said vessel is registered in the port of ——— in the words following, to wit:

“No. ———

Seal of the  
Treasury of  
the United  
States.

“IN pursuance of an act of Congress of the United States of America, entitled “An act concerning the registering of ships or vessels,”  
“———— having taken or subscribed the  
“———— required by the said act, and having ———  
“that ——— only owner ——— of the ship or  
“vessel, called the ——— of ——— whereof  
“———— is at present master, and is a citizen of  
“the United States ——— And that the said

~~~~~  
 Seal of
 the Custom
 House.
 ~~~~~

“ ship or vessel was ——— And ——— having  
 “ certified that the said ship or vessel has ———  
 “ deck ———, and ——— mast ———, and  
 “ that her length is ———, her breadth ———,  
 “ her depth ———, and that she measures ———  
 “ tons; that she is ——— has ——— and ———  
 “ head; and the said ——— having agreed to  
 “ the description and admeasurement above specified, and suffi-  
 “ cient security having been given according to the said act, the  
 “ said ——— has been duly registered at the port of ———.  
 “ Given under ——— hand and seal at the port of ——— this  
 “ ——— day of ——— in the year one thousand eight hundred  
 “ and ———.”

To have and to hold the said ——— unto the said ——— ex-  
 ecutors, administrators and assigns forever. And ——— the said  
 ——— for ——— heirs, executors and administrators, do ——— hereby  
 covenant and agree to and with the said ——— executors, adminis-  
 trators and assigns, that at the execution of these presents ——— the  
 true and lawful owner of the said ——— and appurtenances, and  
 ——— now have full right and authority, to sell and dispose of the  
 same, freed from and cleared of all claims, incumbrances or de-  
 mands whatsoever. In witness whereof ——— have hereunto set  
 ——— hand— and seal— the ——— day of ——— in the year of our  
 Lord, one thousand eight hundred and ———.

Sealed and delivered }  
 in the presence of us, }

~~~~~

Bill of sale of a negro slave, warranty, &c.

KNOW all men by these presents, that I, A. B. of &c. for and
 in consideration of the sum of ——— &c. to me in hand paid by
 C. D. of &c. at or before the sealing and delivery of these pre-
 sents, the receipt whereof I the said A. B. do hereby acknowledge,
 have granted, bargained and sold, and by these presents do grant,
 bargain and sell, unto the said C. D. his executors, administrators
 and assigns, a certain negro *man*, slave, named ———, supposed
 to be about ——— years of age. To have and to hold the said
 negro *man*, slave, named ———, above bargained and sold, or
 intended so to be, to the said C. D. his executors, administrators
 and assigns, forever. And I the said A. B. for myself, my heirs,
 executors and administrators, the said negro *man*, named ———,
 as a slave, unto the said C. D. his executors, administrators and
 assigns, against me the said A. B. my executors and administra-
 tors, and against all and every other person and persons whatsoe-
 ver, shall and will warrant and forever defend by these presents.
 In witness &c. (See the note to bill of sale of goods.)

A bill of adventure at sea.

TO all to whom these presents shall come, I, I. K. of &c. send greeting: Whereas I the said I. K. intend, by God's permission, to make a voyage unto ———, in the ship called ———, whereof E. F. is master, and now bound thither: And whereas, T. S. of ———, the day of the date hereof, hath paid unto me the said I. K. the sum of ——— (or consigned to me one gold watch &c.) the receipt whereof I do hereby acknowledge; the adventure of which said sum of ——— or watch &c. the said T. S. hath entrusted me with, and is content and agreed to bear and stand to, out and home.

Now know ye, that I the said I. K. do for me, my executors and administrators, covenant and grant to and with the said T. S. his executors, administrators and assigns, by these presents, that I, the said I. K. my executors, administrators and assigns, shall and will dispose, convert and employ the said ———, in the said voyage, to and for the best and most advantage to the said T. S. his executors, administrators and assigns, according to the best of my skill and knowledge: And also that I the said I. K. my executors, administrators or assigns, shall and will within ——— days next after my return from the said voyage, or the arrival and discharge of the said ship ——— within the port of ——— which shall first happen, not only give and deliver, or cause to be delivered, unto the said T. S. his executors, administrators or assigns, a just and true account of the disposition and management of the said adventure; but also well and truly pay and deliver, or cause to be paid and delivered unto the said T. S. his executors, administrators or assigns, all such money and proceed as shall be due and coming to him the said T. S. his executors, administrators or assigns, from me the said I. K. But if the said ship be lost, miscarry or be cast away in the said voyage, then no account is to be given by me the said I. K. for the adventure aforesaid. In witness &c.

~~~~~

### Bill of sale of goods.

KNOW all men by these presents, that I, N. F. of ——— county, for and in consideration of the sum of ——— current money, to me in hand paid by C. D. of ——— county, at or before the sealing and delivery of these presents, the receipt whereof, I the said N. F. do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell, unto the said C. D. his executors, administrators and assigns, *all the goods, household stuff, implements and furniture, particularly mentioned, expressed and contained, in the schedule hereunto annexed*; (or thus, herein after particularly mentioned; that is to say, *one bedstead &c.*) all and singular

which said goods and chattels are now remaining, standing and being, in a certain messuage or tenement situate in —, and now, or late in the occupation of the said N. F. To have and to hold all and singular the said *goods, household stuff and furniture, and other the premises*, above bargained and sold, or mentioned, or intended so to be, to the said C. D. his executors, administrators and assigns, forever: And I, the said N. F. for myself, my heirs, executors and administrators, all and singular the said goods, &c. unto the said C. D. his executors, administrators and assigns, against me, the said N. F. my executors and administrators, and against all and every other person and persons whatsoever, shall and will warrant and forever defend by these presents; of all and singular which said *goods &c.* I the said N. F. have put the said C. D. in full possession, by delivering to him the said C. D. *one silver spoon* at the sealing and delivery of these presents, in the name of the whole premises hereby bargained and sold, or mentioned, or intended so to be unto him the said C. D. as aforesaid. In witness &c.

NOTE....If the property remains in the hands of the vendor, the bill of sale should be acknowledged before a justice of the peace, and recorded in the county records within twenty days.

See the act of 1729, ch. 8, sec. 5 and 6.—If fraudulent, void, 13 Eliz. ch. 5 and 25. Eliz. ch. 4.—Bac. Abr. 17.



Bond to prosecute an appeal, or sue forth writ of error, from a judgment of the general court to the court of appeal, as prescribed by act of assembly, 1713, ch. 4.

KNOW all men by these presents, that we D. D. E. E. and F. F. of — county, in the state of —, are held and firmly bound unto P. P. of — county and state aforesaid, in the full and just sum of —, (*the double the amount for which judgment was rendered, and costs,*) current money, to be paid to the said P. P. or to his certain attorney, his executors, administrators or assigns; to which payment well and truly to be made we bind ourselves, and every of us, our and every of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this — day of — in the year of our Lord one thousand eight hundred and —.

Whereas at a general court, begun and held at the city of — on the — day of —, in the year of our Lord one thousand eight hundred and —, the above named P. P. by the judgment of the said court, recovered against the above bound D. D. as well

the sum of ——— current money, a certain debt,\* as the sum of ——— for his damages which he had sustained, as well by reason of the detention of that debt, as for his costs and charges by him about his suit in that behalf laid out and expended, whereof the said D. D. is convict, &c. (*if the bond is to prosecute an appeal, say*) from which said judgment so as aforesaid rendered, the said D. D. hath prayed an appeal to the next court of appeals; (*but if to prosecute a writ of error, say*) And whereas also the said D. D. is about to sue forth a certain writ of the state for the correcting of errors of and upon the said judgment so as aforesaid rendered, returnable to the next court of appeals. Now the condition of the above obligation is such, that if the above bound D. D. shall not pursue the directions of the act of assembly, entitled "An act for regulating writs of error, and granting appeals from and to the courts of common law within this province," at the next court of appeals, and prosecute the same *writ* with effect, and also satisfy and pay unto the said P. P. his executors, administrators or assigns, in case the said judgment shall be affirmed, as well all and singular the debts, damages and costs, adjudged by the general court aforesaid, as also all costs and damages that shall be awarded by the court of appeals aforesaid, then this bond to be and remain in full force and virtue, otherwise of no effect.

D. D.      { \* ~ ~ ~ \*  
                  { SEAL }  
                  { \* ~ ~ ~ \*

E. E.      { \* ~ ~ ~ \*  
                  { SEAL }  
                  { \* ~ ~ ~ \*

Signed, sealed and delivered }  
in the presence of                }

F. F.      { \* ~ ~ ~ \*  
                  { SEAL }  
                  { \* ~ ~ ~ \*



Bond to prosecute an appeal, or sue forth a writ of error from a judgment of the county court, to the general court, as prescribed by act of assembly, 1713, ch. 4.

KNOW all men by these presents, that we, D. D. E. E. and F. F. of ——— county, in the state of Maryland, are held and firmly bound unto P. P. of the county and state aforesaid, in the full and just sum of (*the double of the amount for which judgment was rendered, and costs,*) current money, to be paid to the said P. P. or

\* If the judgment be an affirmance of a judgment, or in assault and battery, case, covenant, detinue, dower, ejectment, replevin, &c. it may be stated as those judgments are recited in the forms of the writs of executions which may issue in the several cases.

to his certain attorney, his executors, administrators or assigns; to which payment well and truly to be made, we bind ourselves and every of us, our and every of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this — day of —, in the year of our Lord one thousand eight hundred and —.

Whereas at a county court, begun and held at — in and for — county, on the — day of —, in the year of our Lord one thousand eight hundred and —, the above named P. P. by the judgment of the said court, recovered against the above bound D. D. as well the sum of — current money for his damages,\* which he had sustained by reason of the non-performance of a certain promise and assumption by the said D. D. to the said P. P. before that time made, as the sum of — for his costs and charges, by him about his suit in that behalf laid out and expended, whereof the said D. D. is convict &c.

*(If the bond is to prosecute an appeal, say)*

From which said judgment, so as aforesaid rendered, the said D. D. hath prayed an appeal to the next general court to be held &c.

*(But if the bond is to sue forth a writ of error, then say)*

And whereas also the said D. D. is about to sue forth a certain writ of the state of Maryland, for the correcting of errors, of and upon the said judgment, so as aforesaid rendered, returnable to the next general court, to be held &c.

Now the condition of the above obligation is such, that if the above bound D. D. shall not pursue the directions of the act of assembly, entitled "An act for regulating writs of error, and granting appeals from and to the courts of common law within this province," at the next general court, to be held for the — shore, and prosecute the same writ with effect, and also satisfy and pay unto the said P. P. his executors, administrators or assigns, in case the said judgment shall be affirmed, as well all and singular, the (debts) damages and costs, adjudged by the county court aforesaid, as also all costs and damages that shall be awarded by the said general court, then this bond to be and remain in full force and virtue, otherwise of no effect.

D. D.      { SEAL }

E. E.      { SEAL }

Signed, sealed and delivered }  
in the presence of }

F. F.      { SEAL }

\* If the judgment be in assault and battery, covenant, debt, &c. the recital thereof may be in the manner in which those judgments are recited in the several forms of executions which may issue in these cases.



Bond to prosecute an appeal from the judgment of a magistrate to the county court, as prescribed by act of November session 1791, ch. 68, sec. 5.

KNOW all men by these presents that we D. D. &c. (*as the preceding.*)

Whereas the above named P. P. hath obtained judgment before I: S. esquire, a justice of the peace of the state of Maryland in and for — county, on the — day of — last, for the sum of — current money, debt, and the sum of — damages and costs, from which said judgment the said D. D. hath prayed an appeal to the next county court to be held for — county aforesaid. Now the condition of the above obligation is such, that if the above bound D. D. shall not prosecute his appeal at the next county court with effect, according to the directions of the act, entitled “An act for the speedy recovery of small debts out of court, and to repeal the acts of Assembly therein mentioned,” and also pay and satisfy the said P. P. his executors, administrators or assigns, in case the said judgment shall be affirmed, as well the debt, damage and costs, adjudged by the said I. S. esquire, as also all costs and damage that shall be awarded by the said county court, then the said bond to be and remain in full force and virtue, otherwise to be of none effect.

D. D. { SEAL }

E. E. { SEAL }

Signed, sealed and delivered }  
in the presence of }

F. F. { SEAL }



Bond to be given by the collector of the county charge, prescribed by the act of 1794, ch. 53.

KNOW all men by these presents, that we — and — of — county in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of — current money, to be paid to the said state, or its certain attorney; to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this — day of — in the year of our Lord, one thousand eight hundred and —.

The condition of the above obligation is such, that if the above bound —, (*appointed collector of — county*) shall well and faithfully execute his office, and the several duties required of him by law, and shall well and truly account for and pay to the justices of the levy court, or their order, the several sums of money which he shall receive, or be answerable for by law, at such time as the law shall direct, then the above obligations to be void.

Signed, sealed and delivered }  
in the presence of }

————— County, sc.

ON this — day of —, in the year &c. personally appears — and — subscribing witnesses to the *above* bond, before me the subscriber, one of the justices of the peace of the state of Maryland in and for — county aforesaid, and severally make oath, on the holy evangely of almighty God, that they did see — and — obligors in the said bond, sign, seal and deliver the said bond, as their respective act and deed, and that they, the said — and — did subscribe their names as witnesses thereto.

Sworn before I. S.



Bond to be given by a coroner. Prescribed by the act of 1797, ch. 95.

KNOW all men by these presents, that we —, —, and — of — county, in the state of Maryland, are held and firmly bound unto the state of Maryland, in the full and just sum of one thousand pounds current money, to be paid to the said state, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this — day of — in the year &c.

The condition of the above obligation is such, that if the above bounden — will well and truly execute the office of coroner in all things thereunto belonging, and shall also well and faithfully execute and return all writs, or other process, to him directed, and shall also pay and deliver, to the person or persons entitled to receive the same, all sums of money and tobacco, all goods and chattels, by him levied, seized or taken, agreeably to the directions of the writ, or other process, under which the same shall have been levied, seized or taken, and also shall keep and detain in safe custody, all and every person and persons committed to his custody, or by him taken in execution, or who shall be committed for want of bail, without suffering them, or any of them to escape or depart from his custody, and shall also satisfy and pay all judgments which shall be rendered against him as coroner, and shall al-

so well and truly execute and perform the several duties required of or imposed upon him by the laws of this State, then this obligation to be void and of none effect, otherwise to remain in full force and virtue in law.

NOTE.—The bond must be given between the first days of March and April in every third year, to be entered into before, and attested by the chief justice of the district, or any associate justice of the county, with two sufficient securities, freeholders of the county, and immediately after the execution thereof to be delivered by the said justice to the clerk of the county court to be recorded &c.

By the act of 1799 ch. 91, the bond may in certain cases be entered into within 60 days after appointment.



Bond to abide by a decree in chancery, where a *ne exeat* had been sued forth.

KNOW all men by these presents, that we I. H. and M. D. of — county, are held and firmly bound unto the State of Maryland in the full and just sum of — current money, to be paid to the said State or its certain attorney or assigns: to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this — day of — in the year of our Lord one thousand &c. Whereas W. O. hath filed his bill of complaint in the high court of chancery against the said I. H. and hath obtained a writ of *ne exeat* to prevent him, the said I. H. leaving the state. Now the condition of this obligation is such, that if the said I. H. shall well and truly abide by, fulfil and perform the final judgment and decree of the court of chancery which shall be made against him in the said cause, and shall also well and truly pay, or cause to be paid, such sum of money as the chancellor shall decree to be due from, and to be paid by the said I. H. to the said W. O. in case the said decree shall be in favor of the said W. O. then the above obligation to be void, otherwise to remain in full force and virtue. Signed, sealed, &c.



Bond to prosecute a writ of injunction to proceed in equity against any verdict or judgment. Prescribed by the act of 1723, ch. 8, sec. 5.

KNOW all men by these presents, that we A. B. C. D. and E. F. of — county, in the State of Maryland, are held and firmly bound unto R. M. of — in the full and just sum of — cur.

rent money, to be paid to the said R. M. his executors, administrators or assigns; to the true payment whereof we bind ourselves and every of us, our and every of our heirs, executors and administrators, jointly and severally, for and in the whole, firmly by these presents. Sealed with our seals, and dated this — day of — Anno Dom. &c.

Whereas the above bound A. B. hath obtained an injunction to stay proceedings at law on a judgment rendered against him in — county court, by the above named R. M. *for the sum of — current money, and costs.* Now the condition of the above obligation is such, that if the said A. B. shall prosecute the said writ of injunction with effect, and satisfy and pay, as well the said *sum of money and costs*, as all costs, damages and charges, that shall accrue in the chancery court, or be occasioned by the delay of execution on the said judgment, unless the court of chancery shall decree to the contrary, and shall in all things obey such order and decree as the chancery court shall make in the premises, then the above obligation to be of none effect, else to be in full force and virtue.

Signed, sealed and delivered }  
in the presence of }



Bond to prosecute a writ of injunction to stay proceedings at law. See the act of 1793, ch. 75, sec. 3.

KNOW all men, &c. (*as the preceding. Chancellor to prescribe the penalty.*) Whereas the above bound A. B. hath obtained an injunction to stay proceedings at law *on a judgment rendered against him in the general court of the — shore by the above named R. M. for the sum of — current money, and cost,* (or, to stay proceedings at law in a suit now depending *against him in the general court of the — shore by the said R. M.*)

Now the condition of the above obligation is such that if the said A. B. shall perform such order or decree as the chancellor shall finally pass in the cause on the hearing of both parties, then the above obligation to be void, and of none effect, otherwise to be in full force and virtue.

Signed, sealed and delivered }  
in the presence of }



Bond to be given by an inspector of tobacco. See the act of 1789, ch. 26, sec. 15.

KNOW all men by these presents, that we A. B. C. D. and E. F. of — county in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of one thousand pounds current money, to be paid to the said State, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each and every of us, our and each and every of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this — day of — in the year of our Lord one thousand eight hundred and —.

The condition of the above obligation is such, that if the above bound A. B. (appointed an inspector of tobacco at — warehouse,) will diligently and carefully uncase and brake, or cause the same to be done in his presence, view and examine, all tobacco brought to the warehouse where he is appointed to be inspector; and all other tobacco he shall be called upon to view and inspect at the said warehouse, or any other public warehouse, and that he will not receive, pass, stamp or brand any tobacco, or hogshead of tobacco, prohibited by an act of Assembly, entitled, "An act to regulate the inspection of tobacco," and that he will in all things well and faithfully execute and discharge his duty in the office of an inspector according to the best of his skill and judgment, and according to the directions of the said act, then the above obligation to be void and of none effect, else to be and remain in full force and virtue in law.

Signed, sealed and delivered }  
in the presence of }

BE it remembered, that on this — day of — in the year &c. personally appeared G. H. and I. K. subscribing witnesses to the *within* bond, before me the subscriber, one of the justices of the peace of the State of Maryland in and for — county aforesaid, and make oath, on the holy evangely of almighty God, that they did see A. B. C. D. and E. F. obligors in the said bond named, sign, seal and deliver the same, as their and each of their act and deed, and that they the said G. H. and I. K. subscribed their names as witnesses thereto.

Sworn before

I. S.



Bond to prosecute a writ of replevin.

KNOW all men by these presents, that we A. B. C. D. and E. F. of — county, and State of Maryland, are held and firmly

bound unto P. P. of the county and state aforesaid, in the full and just sum of ——— current money, to be paid to the said P. P. his certain attorney, executors, administrators or assigns; to which payment well and truly to be made and done, we bind ourselves, and each of us, our, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this ——— day of ——— in the year of our Lord one thousand &c.

Whereas the above bound A. B. is about to prosecute and sue forth, out of the *general court of the ——— shore* of the State of Maryland aforesaid, a certain writ of the said State, of replevin to be directed to the sheriff of ——— county, (*with a duplicate of the same writ to be directed to the sheriff of ——— county,*) commanding the said sheriffs (and each of them) to replevy and deliver to him the said A. B. the following goods and chattels; that is to say, (here insert them) the proper *goods and chattels* of the said A. B. which the above named P. P. hath taken and unjustly detains, as it is said, against sureties and pledges, and so forth, which said writ, (*and the duplicate thereof as aforesaid*) are to be returnable to the said general court, to be held &c. on the &c. next.

Now the condition of the above obligation is such, that if the said A. B. do and shall well and truly prosecute with effect the said writ of replevin against the said P. P. for the taking the said *goods and chattels*, and shall well and truly return and re-deliver the said *goods and chattels* to the said P. P. if a return thereof shall be adjudged by the said general court and shall pay and satisfy unto the said P. P. his executors, administrators or assigns, all such damages, costs and charges, as shall be adjudged by the said general court, or which shall be sustained by occasion of replevying the *goods and chattels* aforesaid, and shall in all things well and truly observe and perform the judgment of the said court of and upon the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed, &c.



Bond to prosecute a writ *de returno habendo*.

KNOW all men &c. (as the preceeding.)

Whereas the above named A. B. did heretofore prosecute and sue forth, out of the general court of the ——— shore, of the State of Maryland aforesaid, a certain writ of the said State of replevin, directed to the sheriff of ——— county, commanding the said sheriff to replevy and deliver to him the said A. B. the following *goods and chattels*; that is to say, (insert them) the proper *goods and chattels* of the said A. B. which the above named P. P. had taken and unjustly detained, as it was said, against sureties and pledges,

and so forth, which said writ was returnable to the said general court held at &c. on the — day of &c. last. And whereas the said sheriff, in virtue of the said writ to him directed hath replevied and delivered to the said A. B. of the *goods and chattels* aforesaid, the following; that is to say, (enter them) and the said P. P. having appeared in the said general court to answer unto the said A. B. in a plea wherefore he took the *goods and chattels* aforesaid, and the same unjustly detains against gages and pledges &c. hath prayed the writ of the said State, *de returno habendo*, to be directed to the sheriff of — county, commanding the said sheriff to redeliver to him the said P. P. the said *goods and chattels*, so as aforesaid replevied and delivered to the said A. B. which hath been granted by the said court upon giving security. Now the condition of the above obligation is such that if the above bound P. P. do and shall well and truly return the said *goods and chattels*; that is to say, (enter them) to the said A. B. in case the return thereof shall be adjudged by the said general court, and pay and satisfy unto the said A. B. his executors, administrators or assigns, all damages, costs and charges, that shall be adjudged by the said general court, or shall be sustained by occasion of the detention of the said goods and chattels, and in all other respects fulfil, comply with and perform the judgment of the said general court, touching the premises, or any order that shall be made by the said court respecting the said goods and chattels; then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed, &c.



### Bond to be given by a sheriff... Prescribed by the act of 1794, ch. 54, sec. 8.

AND be it enacted that the sheriff's bonds shall hereafter be taken on some day between the\* *eighth* day of *October* and the *first* day of *January* in each year, in the respective county courts, or out of court before the chief justice, or two associate justices thereof: and in case of death, sickness, absence, removal, resignation or disqualification, of one of the associate justices, the other shall call in two justices of the peace, who shall with him, judge of the sufficiency of the securities offered by the sheriff, and attest the execution of the said bond; and that all sheriffs' bonds shall hereafter be taken according to the form following, that is to say: Know all men by these presents, that we —, — and —, of — county, in the state of Maryland, are held and firmly bound unto the state of Maryland, in the full and just sum of ten thousand

\* By the act of 1799, ch. 91, the bond may, in certain cases, be taken within sixty days after appointment.



pounds current money, to be paid to the said state or its certain attorney; to the which payment well and truly to be made and done, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this — day of —, in the year —. The condition of the above obligation is such, that if the above bounden — as sheriff of — county, do and shall well and faithfully execute the same office in all things appertaining thereto, and shall also render to the several officers within the state, a just and true account of all fees placed in his hands for collection, within the time limited by law, and shall also well and truly pay all sums of money received by him, and also collect and pay all public dues, fines and forfeitures, which are due or belonging to the state, and shall also well and faithfully execute and return all writs, process and warrants, to him directed and delivered, and shall also pay and deliver to the person or persons entitled to receive the same, all sum or sums of money, tobacco, goods, chattels or property, by him levied, seized or taken, agreeably to the directions of the writ, process or warrant, under which the same shall have been levied, seized or taken, and also shall keep and detain in safe custody, all and every person or persons committed to his custody, or by him taken in execution, or who shall be committed for the want of bail, without suffering them, or any of them, to escape or depart from his custody, and shall also satisfy and pay all judgments which shall or may be rendered against him as sheriff, and shall also well and truly execute and perform the several duties required of, or imposed upon him by the laws of this State, then this obligation to be void and of none effect, otherwise to remain in full force and virtue in law.

Signed sealed and delivered }  
in the presence of }

A. B. Associate justice of — county court.

C. D. }

E. F. } Justices of the peace of — county.

County, sc.

I, A. B. one of the associate justices of — county court, and we C. D. and E. F. two justices of the peace in and for the county aforesaid, (called in by the said A. B. in virtue of an act of assembly, entitled "An act for the amendment of the law in certain cases," and in consequence of the *absence* of B. C. the other associate justice of the said county court,) do hereby certify, that the foregoing bond was executed in our presence, and that we consider the securities to the same amply sufficient: Given under our hands this — day of — in the year —.

A. B. Associate justice of — county court.

C. D. }

E. F. } Justices of the peace of — county.



Bond to be given by a deputy sheriff, to the  
high sheriff.

KNOW all men by these presents, &c. &c.

Whereas the said W. G. esquire, being sheriff of — county, hath deputed, ordained, constituted and appointed, the above bound N. W. one of his deputy or under sheriffs, of the said county of —, to serve in the said office of deputy or under sheriff, within — and — hundreds or districts, from the date hereof, until he shall be duly and legally discharged by the said W. G. or until the expiration of the term for which the said W. G. is elected and commissioned, to serve as sheriff of the county aforesaid, upon the following terms, that is to say, &c. &c. Now the condition of the above obligation is such, that if the said above bound N. W. do and shall well and faithfully execute the same office or appointment of deputy or under sheriff, in all things appertaining thereto, and shall also render to the said W. G. on the first Monday in each and every month ensuing the date hereof, or oftener if requested by him the said W. G. a just and true account of all fees, public dues, fines, forfeitures and amerciaments, against all and every person or persons residing, inhabiting or being, within the hundreds or districts aforesaid, and which shall be placed, or offered to be placed, in the hands of the said N. W. by the said W. G. for collection, and shall also well and truly pay unto the said W. G. or to his assigns or order, on the first Monday of each and every month as aforesaid, or oftener if requested by him the said W. G. all and every sum or sums of money received by him the said N. W. as deputy or under sheriff as aforesaid, and shall also well and faithfully execute and return all writs, process and warrants, to him delivered, or offered to be delivered, against all and every person or persons, residing, inhabiting or being, in the said hundreds or districts, and shall also pay and deliver to the said W. G. or to the person or persons entitled to receive the same, all sum or sums of money, tobacco, goods, chattels or property, by him levied, seized or taken, agreeably to the directions of the writ, process or warrant, under which the same shall have been levied, seized or taken, and shall also keep and detain in safe custody, or deliver into the public jail of the county aforesaid, all and every person or persons who shall be committed to the care or custody of him the said N. W. or by him arrested or taken in execution, or who shall be committed for the want of bail, without suffering them, or any of them, to escape or depart from his custody; and shall also pay and satisfy, save harmless and indemnified, the said W. G. his executors &c. from all fines, amerciaments, defaults, judgments, loss and damage, which shall or may be imposed, rendered against, suffered or sustained, by the said W. G. as sheriff of the county aforesaid, for and concerning the neglect, default, not executing, wrongful execution or detention, of any writ, pro-

cess or warrant, and of and concerning all escapes of all and every person or persons, that shall be arrested or taken in execution, by the said N. W. and of and concerning the non-payment or non-delivery of any sum or sums of money, tobacco, goods, chattels or property, by him levied, seized or taken, and of and concerning the non-payment of all or any public dues, fines, forfeitures and amerciaments, by him collected and received, or which he ought to have collected and received, and shall also well and faithfully render to the said W. G. his executors &c. when thereto required, a true, just and faithful account of all matters and things, that shall or may be done and executed by him in virtue of his said office or appointment, and shall in all and every respect, well and faithfully execute the said office or appointment of deputy or under sheriff aforesaid, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered }  
in presence of }



### Bond as trustee of an insolvent debtor.

KNOW all men by these presents, &c. &c.

*(The bond, under the several acts of Assembly for the relief of insolvent debtors, is to be given to such person in trust as the chancellor shall think proper, and hitherto the attorney-general of the State has been named by the chancellor.)\**

Whereas I. D. of — at November session one thousand eight hundred and —, did, among others, obtain an act of the General Assembly of Maryland in his favor, entitled, "An act," &c. upon his the said I. D. complying with the terms and conditions prescribed by the said act; and whereas the *honorable the chancellor of Maryland* by virtue of the powers in him vested by the said act, did on the — day of — appoint and constitute the said T. E. to be trustee for the benefit of the creditors of the said I. D.

Now the condition of the above obligation is such, that if the above bounden T. E. do and shall well and faithfully perform the several duties required of him by the said act of Assembly, as trustee of the said I. D. and in all things well and truly execute and perform the office of trustee as aforesaid, agreeably to the directions of the said act, and the orders of the *chancellor*, made and to be made in the premises, then the above obligation to be void and of none effect, otherwise to be and remain in full force and virtue in law.

Signed, sealed, &c.

\* See the act of November, 1804,

## Bond as Trustee for the sale of an estate, under a decree in Chancery, to pay debts.

KNOW all men &c. (*To be given to the State of Maryland.*)

Whereas W. D. T. H. and S. D. by virtue of a decree of the honorable chancery court of Maryland, have been appointed trustees to sell *part* of the real estate of I. D. of ——— deceased, for the payment of his debts.

Now the condition of the above obligation is such, that if the above bounden W. D. do and shall well and faithfully perform the trust reposed in him as one of the trustees as aforesaid by the said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.



## Bond as trustee of a lunatic, &c.

KNOW all men &c. (*To be given to the State.*)

Whereas the honorable A. C. H. chancellor of the state of Maryland, did, on the ——— day of &c. appoint the said G. R. and D. M. trustees\* for the care, custody and charge, of the person and property, real, personal and mixed, of R. A. a lunatic, and did direct each of the said trustees, before he should act as such, to give bond, with security, to the state of Maryland, in the penalty of ———, to be approved of by the chancellor, conditioned for the faithful performance of the trust reposed in them by the said order, and also for returning, within ——— months from the date thereof an inventory of the estate, real, personal and mixed of the said R. A. and likewise for returning, within ———, and whenever called upon by the court of chancery, an account of the rents and profits of the said estate, and of the expenditures thereof in the care and maintenance of the said lunatic, and of his family and estate, and likewise for performing all orders in the premises, which shall by the chancellor be made. Now the condition of this obligation is such, that if the above bound G. R. do and shall well and faithfully perform the trust in him reposed by the said order, as joint trustee aforesaid, and return, within ——— months from the date of the said order, an inventory of the estate, real, personal and mixed of the said R. A. and shall return, within ——— from the date of the said order, and whenever called upon by the court of chancery, an account of the rents and profits of the said estate, and of the expenditures thereof in the care and maintenance of the said lunatic, and of his family and estate, and shall likewise perform all orders in the premises which shall by the chancellor be made, then this obligation to be void and of none effect, otherwise to be and remain in full force and virtue in law.

\* The bond must pursue the expressions in the decree.

# Arbitration bond. Condition thereof without or with an umpirage.

KNOW all men, &c.

The condition of this obligation is such, that if the above bound A. B. his heirs, executors or administrators, and every of them for and on his and their part and behalf, do and shall well and truly stand to, abide, perform, observe, fulfil and keep the award, order, arbitrament, final end and determination of E. F. of &c. and G. H. of &c. arbitrators indifferently named, elected and chosen, as well on the part and behalf of the above bound A. B. as of the above named C. D. to arbitrate, award, order, adjudge and determine, of and concerning all and all manner of action and actions, cause and causes of action and actions, suits, bills, bonds, specialties, judgments, executions, accounts, debts, dues, sum and sums of money, quarrels, controversies, trespasses, damages and demands whatsoever both in law and equity, or otherwise howsoever, which at any time or times heretofore have been had, made, moved, brought, commenced, sued, prosecuted, committed, omitted, done or suffered, by or between the said parties or either of them, so as the said award, arbitrament, judgment, final end and determination, between the said parties, be made in writing, under the hands and seals of the said arbitrators, and ready to be delivered to the said parties on or before the — day of — next ensuing the date of the above written obligation, then this obligation to be void, or otherwise to be and remain in full force and virtue in law.

*(If an umpire be likewise chosen, then add, just before the conclusion of the above condition, the following clause of umpirage.)*

And if the said arbitrators shall not make and draw up their said award in writing, under their hands and seals as aforesaid, and ready to be delivered to the said parties, on or before the said — day of — now next ensuing, or shall differ in opinion and cannot bring in an award, if then the said A. B. his heirs, executors and administrators, and every of them, do and shall stand to, abide, observe, perform and keep the award, umpirage, judgment, final end and determination, of N. O. of — umpire, indifferently elected and chosen between the said parties, (or of such discreet and indifferent person as the said arbitrators shall elect and make choice of as umpire,) for hearing, composing, ending and finally determining, all and singular the differences aforesaid, so as the said umpire do make and draw up his said award, umpirage and determination, in writing, under his hand and seal, and ready to be delivered to the said parties, on or before the — day of —, then &c.



A condition of a counterbond, or bond of indemnity, where one man becomes bound for another.

KNOW all men &c.

Whereas the above named A. B. at the special instance and request, and for the only proper debt, of the above bound C. D. together with the said C. D. is, in and by one bond or obligation, bearing equal date with the obligation above written, held and firmly bound unto E. F. of —, in the sum of —, conditioned for the payment of the sum of — with legal interest for the same, on the — day of — next, ensuing the date of the said in part recited obligation, as in and by the said in part recited bond, with the condition thereunder written, may more fully appear. Now the condition of this obligation is such, that if the said C. D. his heirs, executors or administrators, do and shall well and truly pay or cause to be paid, unto the said E. F. his executors, administrators or assigns, the said sum of —, with legal interest for the same, on the said — day of — next ensuing the date of the said in part recited obligation, according to the true intent and meaning, and in full discharge and satisfaction, of the said in part recited bond or obligation, then &c. otherwise &c.



A condition of a counterbond, where one is bail for another in a bail bond.

KNOW all men &c.

Whereas the above named C. D. at the special instance and request of the above bound A. B. together with the said A. B. and E. F. of &c. is bound to G. H. sheriff of the county of — in the sum of —, conditioned for the appearance of the said A. B. before the justices of — county court at — on the — day of — next, to answer unto N. O. in a plea of &c. (*here insert verbatim as expressed in the bail-bond*) as by the said in part recited bond or obligation and condition thereunder written may more fully appear. Now the condition of this obligation is such, that if the above bound A. B. do and shall appear, according to the condition of the said bond or obligation, and as the law in such case requires, and if the said A. B. his heirs, executors and administrators, shall also from time to time, and at all times hereafter, save harmless and keep indemnified him the said C. D. his executors and administrators, and his and their goods and chattels, lands and tenements, of and from all damages, sum and sums of money, costs and charges whatsoever, which he, they or any of them, shall or may, at any time or times hereafter, sustain or be put unto, by reason or means of the said C. D's. being bound as

security for the appearance of the said A. B. as aforesaid, then the above obligation to be void and of none effect, otherwise to remain and be in full force and virtue in law.

Signed, sealed &c.



A condition to marry a certain person, or pay  
a sum of money.

KNOW all men, &c.

The condition of this obligation is such, that if the above bound. en A. B. do, on or before the — day of — next ensuing the date of the above written bond or obligation, espouse and marry according to the laws of the state of Maryland, C. D. daughter of D. D. if she the said C. D. will thereunto consent, and the laws of this state permit the said marriage to be consummated; or if it shall happen that the said A. B. shall not marry and take to wife the said C. D. as aforesaid; if then the said A. B. do and shall well and truly pay, or cause to be paid to the said C. D. her executors, administrators or assigns, the full sum of — current money, on or before the — day of — next ensuing the said — day of — above mentioned, then &c. otherwise &c.

N. B. The bond in the above condition must be made in the name of a third person.



A condition of a bond for payment of a certain  
sum yearly to two persons during their lives.

KNOW all men, &c.

The condition of this obligation is such, that if the above bound A. B. his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid to the said C. D. and E. F. during their natural lives, and the life of the survivor of them, the annual yearly sum of — current money on the — day of — in every year, the first payment thereof to begin and be made on the — day of — next ensuing the date above written, then &c. otherwise &c.



A condition of a bond for performance of covenants.

KNOW all men, &c.

The condition of this obligation is such, that if the above bound A. B. his heirs, executors and administrators and every of them, do and shall in all things, well and truly observe, perform, fulfil,

accomplish, pay and keep, all and singular the covenants, grants, articles, claims, provisoes, payments, conditions and agreements whatsoever, which on the part and behalf of the said A. B. are or ought to be observed, performed, fulfilled, accomplished, paid and kept, comprised or mentioned in certain indentures of &c. (*here mention lease, mortgage, assignment, and if articles of agreement, say in certain articles of agreement, or otherwise, as the nature of the instrument of writing referred to requires,*) bearing even date with the bond or obligation above written and made, or mentioned to be made, between the said A. B. of the one part and the above named C. D. of the other part; (*where there are more parties in the deed referred to, you must be careful to mention them exactly as therein described,*) according to the purport, true intent and meaning of the same, then &c. otherwise &c.



A condition of a bond to convey an estate at a time to come, free from incumbrances, and in the mean time the obligee to receive the profits.

KNOW all men, &c.

Whereas the said A. B. hath agreed to sell and convey to the said C. D. a certain, (*here describe the premises*) and the said C. D. in consideration thereof, hath given to the said A. B. his *note of hand* for the sum of ——— payable on ———.

Now the condition of this obligation is such, that if, after payment of the said *note* and at the request of the said C. D. the said A. B. shall make and execute to the said C. D. his heirs and assigns and deliver to the said C. D. a good and sufficient deed of conveyance of the said (*premises*) and therein warrant and assure the same to him and then, free from all incumbrances, and shall also permit and suffer the said C. D. his heirs and assigns, peaceably and quietly to receive and take, to his and their own use, the rents and profits of the ——— premises, and of every part thereof, until such conveyances and assurances shall be made and executed as aforesaid, without any let, suit, molestation, disturbance, or denial, of him the said A. B. his heirs, executors or administrators, or any of them, or of any other person or persons by his or their, or any of their means, rights, title or procurement, then &c. otherwise &c.



A condition of a bond to pay the debts of obligee, &c.

KNOW all men, &c.

Whereas the said T. H. hath purchased of the said I. M. sundry tracts, parts of tracts or parcels of land, lying and being in ———

county aforesaid, that is to say, &c. &c. supposed to contain in the whole about the quantity of — acres, at and for the price of — per acre, and which said lands the said I. M. hath conveyed to the said T. H. by deed bearing even date with these presents : And whereas it is the intention of the parties hereto, for the purpose of ascertaining the quantity of acres which the said tracts, parts of tracts or parcels of land, doth actually contain, that the same be surveyed and laid off ; It is therefore agreed that the said T. H. shall, either in virtue of a warrant of resurvey or otherwise, cause the said lands to be surveyed by the surveyor of the county aforesaid, or some other skilful person on or before the — day of — next, and when so surveyed the quantity which shall be contained within the original metes and bounds, courses and distances thereof, to be paid for by the said T. H. at the rate aforesaid, in the manner herein after mentioned, after deducting therefrom all costs and expences of the said survey : And whereas also the said I. M. stands indebted unto divers persons in sundry sums of money, in consequence of either judgments, mortgages, bonds, bills, notes or upon open account, which said debts, so far as the purchase-money of the herein before mentioned lands shall amount to, it is intended shall be paid, or caused to be paid, by the said T. H. so as to release and exonerate the said I. M. his heirs, executors and administrators therefrom.

Now the condition of this obligation is such, that if the said above bound T. H. his heirs, executors or administrators do and shall well and truly pay, or cause to be paid, in the manner hereafter mentioned, at the rate of — per acre for every acre of land which upon a survey as aforesaid shall be contained, clear of elder surveys, within the herein before mentioned tracts, parts of tracts or parcels of land, after deducting therefrom the costs and expences of causing the said lands to be surveyed as aforesaid ; that is to say, that the said T. H. his heirs, executors or administrators, shall, in the first place, discharge all judgments against, and mortgages executed by the said I. M. if the amount of the purchase-money will be sufficient therefor ; and if the purchase-money shall not be sufficient for the discharge of the whole, then to the discharge of the several judgments and mortgages, in the order in which they stand, agreeably to the list hereto subjoined ; so far as the purchase money will be sufficient therefor : And in case of a surplus of money, after the discharge of all judgments and mortgages, then such surplus to the discharge of such debts for which suits have been instituted against the said I. M. and of such other debts due from him, in the order in which they stand in list thereof also hereto subjoined, so far as such surplus will be sufficient therefor ; and in case of a surplus of money after a discharge of all the judgments, mortgages, and debts, agreeably to the list subjoined as aforesaid, such surplus to be paid to the said I. M. his executors, administrators or assigns, then this obligation

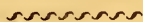


to be void, else to be and remain in full force and virtue in law.

Signed, sealed and delivered }  
in the presence of }

A list of judgments against, and mortgages executed by I. M. which is referred to by the within bond ; to wit, &c. &c.

A list of debts due by I. M. and which is referred to in and by the within bond ; to wit, &c. &c.



### Condition of a bond of indemnity against a wife's dower.

KNOW all men by these presents, &c. &c.

Whereas the above bounden C. C. by his certain indenture, bearing even date with these presents, hath bargained, sold and conveyed to the above named D. D. and his heirs and assigns forever, all that *tract or parcel of land*, &c. &c. particularly described in the said indenture : And whereas the above named C. C. is married, by reason whereof, I. C. the wife of the said C. C. ought to have acknowledged the said indenture thereby releasing, relinquishing and discharging her dower or thirds, or any other right she may have or claim, in, to or out of the said tract, &c. and premises, or any part or parcel thereof, in case she should survive her said husband ; but the said I. C. being under the age of twenty-one years, is not capable to acknowledge the said indenture, or to release, relinquish or discharge, her right or title of dower, which she may have or claim, of, in and to the said tract &c. and premises ; and the said D. D. is willing to accept the security hereby intended, to secure to him and his heirs, the said tract or parcel of land and premises, against such claim and demand of the said I. C.

Now the condition of the above obligation is such, that if the said C. C. and I. C. his wife, or either of them, their or either of their heirs, executors or administrators, do and shall from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified, the said D. D. his heirs, executors, administrators and assigns, and the said tract, &c. so as aforesaid bargained, sold and conveyed to the said C. D. his heirs and assigns, and every part and parcel thereof, and the rents, issues and profits thereof, and of every part and parcel thereof, of, from and against all the dower or thirds at common law, or title, claim or demand of dower, of the said I. C. wife of the said C. C. which she can, shall or may, at any time hereafter, claim or demand, by reason or means of the said I. C. being the wife or widow of the said C. C. and all other her claim and demand whatsoever in law or equity, or otherwise howsoever, in, to or out of the said tract

or parcel of land and premises, or any part thereof, then this obligation to be void, otherwise to be and remain in full force and virtue in law.



Condition of a bond, that a person when of age,  
shall convey land.

KNOW all men by these presents, &c. &c.

Whereas T. S. late of — county, deceased, by his last will and testament, in writing, bearing date on or about the — day of —, did amongst other things, give, devise and bequeath, all that tract, &c. &c. to be equally divided between his two sons G. S. and R. S. their heirs and assigns, equally, part and share alike: And whereas, the above named I. G. hath agreed with the said G. S. and R. S. for the absolute purchase of the said tract or parcel of land and premises devised to them as aforesaid, at and for the sum of — current money of the United States; but the said R. S. not being yet of age, cannot join in conveying the same to the said I. G. And whereas, the said I. G. hath at the request of the said above bound G. S. and on his promise and undertaking, that the said R. S. shall, when and so soon as he shall have attained the age of twenty-one years, at the costs and charges of the said I. G. convey and assure to the said I. G. his heirs and assigns, his undivided moiety or half part of the said tract or parcel of land and premises, he the said I. G. hath paid into the hands of the said G. S. the whole of the said purchase money; and the said G. S. hath, by indenture, bearing even date herewith, conveyed his undivided moiety or half part thereof, to the said I. G. his heirs and assigns.

Now the condition of this obligation is such, that if the said R. S. do or shall when and so soon as he shall have attained the said age of twenty-one years, at the costs and charges of the said I. G. convey and assure unto the said I. G. his heirs and assigns, by such deeds and conveyances as the said I. G. his heirs or assigns, or his or their counsel learned in the law, shall approve of, all the undivided moiety or half part, which he the said R. S. hath, of and in the said tract or parcel of land and premises, devised to him and the said G. S. as aforesaid, and that without any consideration to be paid by him the said I. G. for so doing; and also, if and in case the said G. S. his heirs, executors or administrators, do and shall, in the mean time, and until the said R. S. shall have executed such conveyances as aforesaid, save, defend, keep harmless and indemnified, the said I. G. his heirs, executors and administrators, and his and their goods and chattels, lands and tenements, and the said tract or parcel of land and premises, so to be conveyed by the said R. S. to the said I. G. as aforesaid, and the rents, issues and profits thereof, of and from all claims and demands to be made thereto, by or on the part and behalf of the said R. S. then this obligation

to be void and of none effect, otherwise to be and remain in full force, strength and virtue in law.

Signed, sealed &c.



Condition of a bond, given to trustees, in consideration of a marriage and marriage portion, to leave the wife and her issue a competent fortune.

THE condition of this obligation is such, that whereas a marriage is intended to be shortly had and solemnized between the above bounden A. B. and E. D. daughter of C. D. of &c. gent. with whom the said A. B. is to receive, as a marriage portion, the sum of £. 500; and in consideration thereof, he the said A. B. hath agreed to leave to the said E. D. his intended wife, and her children, to be by him begotten, the sum of £500 to be applied in manner herein after mentioned. If therefore, the said marriage shall take place, and the said A. B. shall die in the life time of the said E. D. then if the heirs, executors or administrators of him the said A. B. do and shall within *twelve* months after his death, pay or cause to be paid into the hands of the above named E. F. G. H. and I. L. the sum of £500 to be by them applied, upon the trusts and for the ends and purposes following, that is to say,—that the said trustees and the survivor or survivors of them shall pay £250 part of the said £500 to the said E. D. for her sole use and benefit; and in case the said A. B. shall leave any child or children of his body, on the body of the said E. D. begotten, which shall live to be married, or attain the age of twenty-one years, the said trustees shall pay £250 the residue of the said £500 to such child and children, equally among them share and share alike, as and when they shall severally be married, or attain the age of twenty-one years respectively, and the interest thereof, in the mean time to be applied for their maintenance: And in case the said A. B. shall leave no issue of his body, begotten on the body of the said E. D. or bearing issue, and such issue shall happen to die before their marriage or age of twenty-one years, then the said last mentioned £250 shall be paid likewise to the said E. D. her executors or administrators, then &c. otherwise &c.



A condition of a bond, to make a jointure to a wife.

THE condition of this obligation is such, that whereas a marriage is intended to be shortly had and solemnised between the above bound A. B. and E. D. daughter of the above named C. D.

with whom the said A. B. is to receive a considerable marriage portion. Now in consideration thereof, in case the said marriage shall take effect, if the said A. B. his heirs or assigns, shall within one year next after the said marriage so had, or at the day of his death, which of them shall first happen, settle, convey and assure, or cause to be settled, conveyed and assured, to and upon the said E. D. or some other person or persons to her use, lands and tenements of a good, perfect and indefeasible estate in fee simple, of the clear yearly value of &c. to the only use of the said E. D. and her assigns, for and during the term of her natural life, as, and for her jointure. And if the said lands, tenements and hereditaments so to be conveyed, settled and assured, shall at the time of the conveying, settling and assuring thereof, be and from time to time, during the life of the said E. D. remain free and clear of and from all manner of charges and incumbrances whatsoever; then &c.



A condition of a bond, for the conveying of lands to a purchaser, and for executing an assignment, &c.

THE condition of this obligation is such, that if the above bound A. B. do and shall, upon reasonable request to him made, and upon payment of the sum of &c. by the above named C. D. his heirs or assigns, on or before &c. next ensuing the date above written, convey and assure or cause to be well and sufficiently conveyed and assured unto the said C. D. his heirs and assigns, or to such other person and persons, and his and their heirs, as the said C. D. shall nominate, limit and appoint, and to such uses as he shall direct, all that messuage or tenement, &c. situate &c. and also all those pieces or parcels of land &c. now in the possession of &c. by such conveyances and assurances in the law as by the said C. D. his heirs and assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and required, freed and discharged of and from all incumbrances whatsoever, except &c. then &c. or else &c.

If it be to make an assignment of lands; say, seal and execute a good and sufficient assignment in the law of all such estate and interest, as he, the said A. B. now hath of and in one messuage or tenement &c. situate &c. unto the above named C. D. or to some other person or persons, in trust for him, &c. or seal and execute a lease for the term of &c. then &c.



A condition of a bond, for the collecting rents,  
and to render accounts, &c.

THE condition of this obligation is such, that if the above bound A. B. do and shall, so long as he shall continue and be in the service of the above named C. D. well and faithfully collect, gather and receive, all and singular the rents, revenues, issues and profits of and belonging to the manor &c. in the county of — and every part thereof at the &c. yearly. And the said rents, &c. and all money arising from the same, or any part thereof, shall well and truly content and pay to the said C. D. his heirs, executors or assigns, when thereunto required. And shall also at all times, when required by the said C. D. his &c. make, render and deliver to the said C. D. his heirs or assigns, a just, true and perfect account of all the same rents, revenues and arrearages thereof. And at the end of every such account made, satisfy the balance thereof, due from the said A. B. to the said C. D. his heirs or assigns; then &c.

~~~~~

A condition of a bond, for the faithful services of
an apprentice.

THE condition of this obligation is such, that whereas A. B. son of the above bound I. B. by indenture, bearing equal date with the above written obligation, hath bound himself apprentice to the above named C. D. with him to serve from &c. unto the full end and term of *seven* years from thence next ensuing, and fully to be complete and ended; reference being had to the said indenture of apprenticeship, may more fully appear. If therefore the said A. B. do or shall at any time hereafter, during the said term of *seven* years, embezzle, spend or make away, or otherwise misemploy or lend upon trust, without ready money, to any person or persons whatsoever, without the consent of the said C. D. any of the goods, wares, monies or merchandise of the said C. D. his executors or assigns; then if the above bound I. B. his executors or administrators or any of them, do and shall within *one month* next after request made, and notice given from time to time, during the said term; well and truly pay, or cause to be paid, to the said C. D. his executors or assigns, the full sum and value of all such goods, wares, money or merchandize, as it shall appear upon lawful proof, the said A. B. shall have so spent, embezzled, wasted, misemployed or lent, without consent as aforesaid, to the damage of the said C. D. his executors or assigns; then &c.

A condition of a bond, for the faithful service of an hired servant.

WHEREAS the above named A. B. hath taken into his service, the above bound C. D. for the term of two years, he the said C. D. acquitting himself therein with fidelity towards the said A. B. in the dispatch of the business committed to his care. Now the condition of this obligation is such, that if the said C. D. do and shall for so long time as he shall dwell as a servant with the said A. B. well and truly serve him the said A. B. his master, without consuming or embezzling any of the money, plate, goods or chattels of the said A. B. or of any other person or persons whatsoever, which shall or may be in his custody or possession, by reason of his said service. And if the said C. D. shall, by negligence or otherwise, consume, waste or unlawfully make away any money, plate, goods or chattels of the said A. B. or of any other person committed to his care and custody as aforesaid. Then if the said C. D. the above bound E. F. &c. or any of them, their, or any of their executors, administrators or assigns, or any of them, do and shall within three months next after due proof thereof, and notice given in writing to the said &c. or either of them, make sufficient recompence and satisfaction unto the said A. B. his &c. for all losses and damages sustained by means of the said C. D. as aforesaid; then &c.



A condition of a bond from a man, to suffer his wife to live apart, and have all the effects she is possessed of; and behave quietly to her.

KNOW all men by these presents, &c. &c.

Whereas M. the wife of the said R. R. hath for several years last past, lived separate and apart from the said R. R. her husband, and hath during all the said time maintained and provided for herself, and I. the daughter of the said R. R. without any expence to the said R. R. And whereas, it is agreed between the said R. R. and the said M. his wife, that the said M. the wife of the said R. R. shall and may at all times hereafter, live separate and apart from the said R. R. and also that the said M. R. shall and may have, hold, and enjoy to her sole and separate use, all such monies, goods and effects, as the said M. R. is now possessed of, or shall or may at any time or times hereafter, get or acquire, or which shall be given or bequeathed to her by any person or persons whatsoever, without any hindrance, molestation, or interruption, of or by him the said R. R.; And whereas, the said R. R. hath also agreed to behave himself peaceably and quietly towards the said M. R. his wife and the said I. R. his daughter, and not to molest,

assault, disturb, or do any bodily hurt or injury to them or either of them. Now the condition of this obligation is such, that if the above bounden R. R. shall and do from time to time and at all times hereafter, during the term of his natural life, permit and suffer the said M. R. his wife, and the said I. R. his daughter (in case they or either of them shall so long happen to live) to live separate and apart from the said R. R. without any molestation, disturbance or interruption of or by him the said R. R. and also if the said R. R. his executors or administrators shall and do at all times hereafter permit and suffer the said M. R. his wife, to have, hold and enjoy, to her sole and separate use, all and every the monies, goods, chattels and effects, whereof the said M. R. is now possessed, and also all and every the monies, goods, chattels and effects which the said M. R. shall or may at any time or times hereafter, get or acquire, or which shall or may be given or bequeathed to the said M. R. by any person or persons whatsoever, without any hindrance, molestation or interruption of or by him the said R. R. And also, if the said R. R. shall and do from time to time and at all times hereafter, demean and behave himself peaceably and quietly towards the said M. R. his wife, and the said I. R. his daughter, and each of them, and shall not, nor in any manner whatsoever, molest, assault, disturb, or do any bodily hurt, or injury to the said M. R. his wife, and the said I. R. his daughter or either of them, then this obligation to be void; but if default shall be made in performance of all or any of the conditions above specified; then this obligation is to remain and be in full force and virtue in law.

Signed, sealed &c.



The condition of a bond, to suffer a wife to live apart from her husband.

KNOW all men by these presents, &c.

Whereas *Jane* the wife of the above bound A. A. doth now live separate and apart from her said husband, and follows the trade or employment of making and selling ——— and the said A. A. hath agreed that his said wife shall have and receive all benefit arising thereby, or by any other trade or business which she shall think fit to follow, to and for her own separate use and support; wherewith he the said A. A. is not to intermeddle, or have any profit or advantage from; so as she the said I. A. doth not, and shall not contract any debt or debts, whereof, or by means whereof the person or effects of her said husband, shall or may be sued, charged or incumbered, by any means whatsoever; Now the condition of this obligation is such, that if the said A. A. do and shall from time to time, during the space of ——— years, now next

ensuing (if the said I. A. shall so long live) permit and suffer the said I. A. his wife, to live separate and apart from him, and to have and receive all benefit, profit and advantage arising, or which shall arise by her said trade of making and selling ———, or any other trade or business which she shall follow or employ herself in, during the said term, to and for her own separate use, support and maintenance; without any account, suit, trouble or molestation whatsoever, and without acting, doing or causing, or permitting to be done; any act, matter or thing whatsoever; whereby or where-with, or by means, or occasion whereof the said I. A. his wife, shall or may be molested or incumbered, by any ways or means whatsoever, and also if the said A. A. his executors or administrators or his or their goods or chattels, lands or tenements shall at any time hereafter, during the said term of ——— years, be sued, attached or otherwise charged and incumbered, for or by reason or means of any debt or debts, which his said wife hath, or shall or may contract; then in either of the said cases, this obligation to be void, or else to remain in full force and virtue.



The condition of a bond of indemnity on paying a lost bond.

KNOW all men by these presents, &c.

Whereas the above named C. D. by his bond or obligation under his hand and seal, bearing date on or about the ——— day of &c. became bound to the above bound A. A. in the penal sum of ——— pounds lawful money of the state of ——— conditioned for the payment of the sum of ———, unto the executors, administrators, or assigns of the said A. A. at the end of *three* months next after the date of the said bond or obligation, as in and by the said bond when produced will more fully appear.

And whereas the said bond is alledged to be lost, or so mislaid that the same cannot be found. And whereas the said C. D. the day of the date hereof, at the request of the said A. A. and on his promise of indemnity, hath made him full satisfaction of and for the said bond. Now the condition of this obligation is such, that if the above bound A. A. his heirs, executors or administrators, or any, or either of them, do and shall in case the said bond or obligation shall happen to be found, or come to his, their, or any of their hands, custody or power, or to the hands, custody or power of any other person for them, deliver or cause the same to be delivered unto the said C. D. in order to be made void, cancelled and destroyed; and also do and shall from time to time, and at all times hereafter, save, keep harmless and indemnified the said C. D. his heirs, executors and administrators, and every of them of and from all actions, suits, troubles, costs, charges, damages and expen-

ees whatsoever, that shall or may at any time hereafter happen or come to him, them or any of them, for or by reason of the said bond or obligation, or any the money thereby paid, or for touching or concerning the same: Then this, &c.



The condition of a bond of indemnity on paying a lost note.

KNOW all men by these presents, &c.

WHEREAS the above named C. C. by his promissory note signed by him for the said O. C. his father, and himself, dated the — day of — did promise to pay unto W. W. or order, — pounds, *sixty* days after date for value received, and such said note was afterwards indorsed by the said W. W. and others, and became the property of I. I. of &c. as the said I. I. avers: And whereas the said I. I. alledges he sent the said note by the mail, on the — day of — last, to the above bound E. E. to be received by him, for his the said I. I.'s. use; which mail being robbed, and the said note not having been offered for payment, it is apprehended the said note was stole out of the said mail, or otherwise lost. And whereas the said C. C. and O. C. have on the day of the date hereof, at the request as well of the said I. I. as of the said E. E. and upon his the said E. E. promising to indemnify and deliver up the said note to be cancelled when found, paid the said E. E. the sum of — in full satisfaction and discharge of the said note, the receipt whereof the said E. E. doth hereby acknowledge: The condition therefore, of the above written obligation is such, that if the said E. E. his heirs, executors or administrators, or any of them do and shall from time to time, and at all times hereafter, save, defend, keep harmless and indemnified, the said C. C. and O. C. their executors and administrators, and their and every of their goods, chattels, lands and tenements, of, from and against the said note of — pounds, and of and from all costs, charges, damages and expences, that shall or may happen to arise therefrom, and also deliver or cause to be delivered up, the said note, when and so soon as the same shall be found to be cancelled. Then this obligation &c.



The condition of a bond on delivering goods to a broker to be disposed of.

KNOW all men &c.

Whereas the above named P. P. and E. E. assignees of a commission of bankruptcy awarded against G. G. of &c. on the day of the date of the above written obligation, have delivered into

the hands of the above bounden R. R. several *mercery* goods, consisting of &c. and other goods, part of the estate late belonging to the said G. G. of the value of &c. or thereabouts, to be by him sold by public sale forthwith for ready money. Now the condition of this obligation is such, that if the said R. R. his executors or administrators, do and shall, within one month next ensuing the date of the above written obligation, return unto the said P. P. and E. E. or either of them, their or either of their executors or administrators, all such of the said goods as shall then remain unsold, (casualties happening by fire only excepted) and pay or cause to be paid unto the said P. P. and E. E. or either of them, their or either of their executors or administrators, all such sum and sums of money as shall arise by sale of such of the said goods as shall have been by him or them then sold: Then this obligation &c.



The condition of a bond on a person's being impowered to get in debts.

KNOW all men by these presents, &c.

Whereas the above named A. A. and B. B. assignees of a commission of bankruptcy awarded against S. H. of &c. by their letter of attorney, bearing even date herewith, have at the request of the above bound I. C. and D. D. and on their promise of indemnity, constituted and appointed the above bound C. C. of &c. jointly and severally, their true and lawful attorney and attornies, for them and in their names, and for their sole use and benefit, in trust as therein is mentioned, to ask, demand, collect and receive of and from all and every person and persons, debtors to the estate of the said S. H. all sum and sums of money from them and every of them now due and owing to the estate of the said S. H. as in and by the said letter of attorney, relation being thereunto had, will appear: Now the condition of the above written obligation is such, that if the above bound C. C. his executors and administrators, do and shall from time to time, and at all times hereafter, upon request, deliver or cause to be delivered unto the said A. A. and B. B. their executors, administrators or assigns, a just and true account in writing, of all sum and sums of money which he shall receive by virtue of the above recited letter of attorney, with the persons names of whom received, and for what; and also from time to time, pay and deliver over unto the said A. A. and B. B. their executors, administrators or assigns, or to such other person or persons, as shall be thereto by them appointed, all such sum and sums of money, as upon such account or otherwise, shall appear to have been received by him, or be remaining in his hands, without fraud or further delay. Then this obligation, &c.

The condition of a bond for refunding a legacy in case of deficiency of assets.

KNOW all men by these presents, &c.

Whereas S. S. late of &c. deceased, son of the above named S. S. by his last will and testament in writing, bearing date on or about the — day of — did (amongst other things) give and bequeath unto the above bound R. S. by the name and description of his dear brother R. S. the sum of £500 and declared his will to be, that none of his legacies should charge or affect his real estate; but should be paid out of his personal estate only; and of his said will did nominate, constitute and appoint, the said S. S. his father, full and sole executor, as in and by the said will duly proved by the said executor in the &c. relation being thereto had may appear: And whereas the said S. S. the testator, by his said will, bequeathed several other pecuniary legacies, amounting together with the said £500 given to his brother R. S. as aforesaid, to the full sum of £2800.

And whereas the said S. S. the father, alledges, that the personal estate of his late son, will not, (as he verily believes) after payment of his debts, funeral expences, and the necessary charges incident to the said executorship, be near sufficient to pay the whole of the said pecuniary legacies, and he is doubtful, whether all the debts owing by his said late son, at his death, are yet come to his knowledge, notwithstanding which he is desirous and willing to pay so much of the said legacies as the personal estate of his said late son come to his hands will extend, to satisfy and pay, being indemnified and saved harmless in so doing: And whereas the said S. S. the father, hath in his hands, of the personal estate of his said late son, sufficient to pay all the debts of the said testator, which have hitherto come to his knowledge, his funeral expences, and the necessary charges of his said executorship, to the date hereof, and a fifth part of the pecuniary legacies bequeathed by the said recited will, and hath, the day of the date hereof, at the request of the said R. S. and on his promise of indemnity, paid unto him the said R. S. the sum of £100 being a fifth part of the sum of £500 given him by the said in part recited will as aforesaid.

Now the condition of the above written obligation is such, that if the personal estate of the said S. S. deceased, shall not prove sufficient to pay the just debts and funeral expences of the said testator, and the necessary charges of the said executorship and a fifth part of all the pecuniary legacies, given by the said will; then if the said R. S. his heirs, executors or administrators, do and shall within *fourteen* days next after notice thereof to him or them given in that behalf, repay to him the said S. S. his father, his executors, administrators or assigns, the said sum of £100 so paid to him as aforesaid, or so much thereof as shall appear to be more

than was coming due to him out of the personal estate of the said S. S. deceased, in respect of the said legacy of £500 given to him by the said recited will as aforesaid, in proportion to the other pecuniary legacies under the said will, and also do and shall from time to time, and at all times hereafter, save, defend, keep harmless and indemnified, the said S. S. his father, his executors and administrators, and the estate of the said S. S. deceased, of and from all costs, charges, damages and expences, that shall or may happen, or come to him or them, or the estate of the said S. S. deceased, for or by reason or means of his having paid the said R. S. the said sum of £100 in part of the said legacy as aforesaid, or any matter, clause or thing relating thereto. Then &c.



The condition of a bond for finding an apprentice in clothes, washing, and in case of sickness, diet &c. and for fidelity.

KNOW all men by these presents, &c.

Whereas I. M. son of the above bound S. M. by his indenture of apprenticeship, bearing even date with the above written obligation, hath put himself apprentice to the above named I. I. for the term of seven years, from the date hereof, as by the said indenture (reference being thereto had) may appear: And whereas the said I. I. accepted of the said I. M. as his apprentice, on his the said S. M. agreeing to find and provide for the said I. M. his son, all and all manner of wearing apparel, and washing during his said apprenticeship, and in case of sickness, proper diet, lodging, physic, attendance and advice.

Now the condition of this obligation is such, that if the above bound S. M. his executors or administrators or any of them, do and shall from time to time and at all times hereafter, during the apprenticeship of the said I. M. at his and their own proper costs and charges, find and provide for him the said I. M. all and all manner of wearing apparel whatsoever, and washing fit and convenient for the said I. M. and in case the said I. M. shall at any time or times during his said apprenticeship, be rendered incapable by sickness or otherwise, of performing his duty as an apprentice, do and shall as often and so long as the same shall happen and continue, at his and their own proper costs and charges, find and provide for the said I. M. fit and convenient diet, lodging, physic, attendance and advice, and thereof and therefrom, and from the covenants in the said I. M.'s indenture of apprenticeship contained, relating thereto, do and shall save, keep harmless and indemnified, the said I. I. his executors and administrators and every of them; and also if the said I. M. at any time during his said apprenticeship shall detain, consume and embezzle, make away, or lend,

without his said master's order or privity, any money, goods, wares, merchandises, or other things appertaining to the said I. I. his executors or administrators, do and shall always within ten days next after notice given to him or them in that behalf, make sufficient recompence, payment and satisfaction to the said I. I. his executors or administrators, of and for the same. Then &c.



The condition of a bond for a clerk's fidelity.

KNOW all men by these presents, &c.

Whereas the above named A. A. hath taken and received the above bound B. B. into his service to be one of his clerks to collect, receive and get in money for him, and to do all other things in his power, incident to the business of a ——— clerk.

Now the condition of this obligation is such, that if the said B. B. do not or shall not at all times hereafter, from time to time, during so long time as he the said B. B. shall continue and be employed in the service of the said A. A. as his clerk, well, faithfully and truly serve the said A. A. without consuming, wasting, embezzling, losing, mispending, misapplying, or unlawfully making away with any of the monies, goods, chattels, wares, merchandises or effects whatsoever, of the said A. A. or of any other person or persons whatsoever, for which he the said A. A. his heirs, executors or administrators, shall or may by any law, custom or usage whatsoever, be any ways answerable or responsible, which shall be committed to his the said B. B.'s charge, care, custody or keeping, by reason or means of his said service, as being clerk as aforesaid; and if the said B. B. shall at any time during the time of his being clerk to the said A. A. his executors or administrators, neglect or refuse to account with him the said A. A. his executors, administrators or assigns, weekly or oftener, if thereunto required by the said A. A. his executors or administrators, by reasonable notice in writing under his or their hands, for that purpose to be given to or left for him the said B. B. at his house or usual place of abode or habitation; then if the said B. B. and E. E. or either of them, their or either of their heirs, executors or administrators, or any of them do and shall (within three months) next after due proof thereof, either by the confession of the said B. B. or otherwise howsoever, and notice or warning thereof given or left, at or in the dwelling house, habitation or place of residence of them the said B. B. and E. E. or either of them, or either of their heirs, executors or administrators, in writing or otherwise, make good and sufficient recompence, satisfaction and payment unto the said A. A. his executors, administrators or assigns, for the said monies, goods, chattels, wares, merchandises or effects of him the said A. A. so lost, wasted, mispent or misapplied as aforesaid, and also for all such

loss, damage or charge as he the said A. A. his executors or administrators shall suffer, sustain and be put unto, for or by reason or means of his the said B. B's neglecting or refusing to account as aforesaid. Then, &c.



Condition of a bond, of a supervisor of the roads, &c.

KNOW all men by these presents, &c. &c.

Whereas the above bound A. B. was, at the levy court held for the county aforesaid, on the — day of — last, appointed supervisor of the public roads within the *first* district, of the said county; to wit, —. Now the condition of the above obligation is such, that if the above bound A. B. do and shall well and truly perform and fulfil the several duties and trusts required of him as supervisor of the above described roads, in as full and ample manner as required by the act of Assembly, passed at November session, seventeen hundred and ninety-four, entitled, "An act relating to public roads in this State, and to repeal the acts of Assembly therein mentioned, and the several supplements thereto," then the above obligation to be void, else to remain in full force and virtue in law.

Signed, sealed, &c.



Confession of judgment by way of supersedeas. Prescribed by the act of 1791, ch. 67, sec. 1.

YOU H. M. A. B. and G. D. do confess judgment to E. F. for the sum of —, and costs, which were recovered by the said E. F. against H. M. on the — day of —, in the — court, the said — to be levied of your bodies, goods or chattels, lands or tenements, for the use of the said E. F. in case the said H. M. shall not pay and satisfy to the said E. F. the said — so as aforesaid recovered against him, with the additional costs thereon, on the —* day of — next.

Taken and acknowledged before *me* the subscriber,† *chief judge of the general court*, this —† day of —, in the year of our Lord one thousand eight hundred and —. I. T. C.

* Six months from the day of superseding.

† Chief justice of the district, one of the associate justices of the county court, or two justices of the peace.

‡ The supersedeas must be entered into within two months after the rendition of the judgment.

Certificate thereof to be delivered to the party.

MARYLAND, sc.

I HEREBY certify, that H. M. together with A. B. and G. D. his sureties, (or, two sufficient sureties,) this day appeared before me the subscriber, *chief judge of the general court*, and confessed judgment, agreeably to the act of Assembly in such case made and provided, to E. F. for the sum of —, and — costs which were recovered by the said E. F. against the said H. M. on the — day of —, in the — court. In testimony whereof I hereunto subscribe my name, this — day of —, in the year of our Lord one thousand eight hundred and —. I. T. C.



Supersedeas by a justice of peace to release from prison, &c.

MARYLAND ——— County, sc.

THE State of Maryland, to the sheriff of ——— county, greeting: Whereas I. K. of ——— county, hath personally come before me, one of the justices, &c. at ——— in the said county, and hath found sufficient surety that he the said I. K. shall personally appear at the next county court, to be held at &c. then and there to do and receive what shall be enjoined him by the said court, and in the mean time shall well and truly keep the peace, (or be of good behaviour,) towards the said State, especially towards L. M. of ———: Therefore in the name of the said State, I do command you, that you utterly forbear and surcease to arrest, take, imprison, or otherwise by any means for the said cause to molest the said I. K. and if you have, for the said occasion, and for none other, taken and imprisoned him the said I. K. that then him the said I. K. you deliver, or cause to be delivered and set at liberty, without further delay. Given under my hand and seal this ——— day of &c.

OF DEEDS, GIFTS, GRANTS, EX- CHANGES, &c.

A DEED, is a writing sealed and delivered by the parties; or it is an instrument sealed and delivered, comprehending a contract or bargain between party and party, or an agreement of the parties thereto, for the matter therein contained.

It is requisite that a deed be founded upon good and sufficient consideration, and made by persons able to contract, and be contracted with. There must be a thing or subject matter to be contracted for, and the matter thereof must be expressed by words sufficient to specify the agreement and bind the parties.

Blackst. Com. Wood's Inst.

Of deeds there are two sorts, deeds *indented* and deeds *poll*. A deed *indented* is defined to be "a deed consisting of two or more parts, in which it is expressed that the parties have to every part thereof, interchangeably set their several seals." A deed *poll* is a deed testifying that only one of the parties to the agreement hath put his seal to the same, where such party is the principal or only person whose consent or act is necessary to the deed.

Jacob's Dict.

Such constructions must be always made of deeds, that the intent of the parties shall take effect, if the same by any construction, may stand with the rules of law.

If words of a deed have a double intendment, and the one standeth with law and right, and the other is wrongful and against law, the intendment which standeth with law shall be preferred.

The words of a deed shall be taken most strongly against him that doth alledge or pronounce them.

The words must be understood according to the subject matter.

Wood's Inst.

There are several kinds of deeds by which lands pass from one man to another, as of *bargain and sale*, *feoffment*, *lease*, and *release* &c. Forms of these conveyances are inserted under their respective heads.

Bargain and sale, is a deed or instrument whereby the property of lands and tenements is for valuable consideration granted and transferred from one person to another. It passes the freehold, &c. without livery and seisin, but then it must be enrolled within six months after the date thereof.

Sum. Law's Eng.

Though a deed of conveyance express a consideration of money upon a purchase, it is no proof that the money expressed was really paid; but proof of it must be actually made by witnesses.

Styl. Rep. 462. 2 Will. Rep. 295.

A deed of gift, passes either lands or goods. It is good against the donor or person that makes it, and all others, except creditors, when it shall appear to be done with an intent to defeat them of their debts; in which case the law adjudgeth such deed void as to such creditors. Grants are of the like nature with deeds of gift. In a good grant or gift, there must be a grantor or donor able to grant; and a grantee or donee capable of the thing granted.

Wood's Inst. 332. Perk. 57. 3 Rep. 80.

By a law of the state of Maryland, passed 1794, ch. 57, it is enacted that indenting shall not be necessary to the validity of any deed which shall be made after the passage of the said act.

OF EXCHANGES.

An exchange is where a person being seized or possessed of certain lands, and another person of other lands, exchange their interest, so that each shall have the others lands. Both the estates granted, must be equal, as fee simple for fee simple, life for life, a term for the like term, &c. yet the things exchanged need not be of one nature, or equal in value.

Lit. 63, 64. Co. Lit. 50, 51.

In every exchange is implied a condition of re-entry upon the lands given in exchange, if either of the parties is evicted of the lands granted him, or any part thereof. 4 Rep. 121.



A deed of bargain and sale, from bargainer to bargainee.

THIS indenture, made this — day of — in the year of our Lord, one thousand eight hundred and —, between B. R. of — county, in the state of *Maryland*, of the one part, and B. E. of the county and state aforesaid of the other part, witnesseth that the said B. R. for and in consideration of the sum of — dollars current money of the United States, to him in hand paid by the said B. E. before the sealing and delivery of these presents, the receipt whereof he the said B. R. doth hereby acknowledge; and from every part and parcel thereof, doth hereby acquit, exonerate and discharge the said B. E. his heirs, executors and administrators, he the said B. R. hath granted, bargained sold, aliened, enfeoffed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff and confirm unto the said B. E. his heirs and assigns, all that &c. &c. together with all and singular the buildings, improvements, woods, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title and interest whatsoever, of him the said B. R. both at law and in equity, of, in, to and out of the said tract or parcel of land and premises, hereby bargained and sold, or meant, mentioned or intended hereby so to be, and every or any part and parcel thereof: To have and to hold the said tract or parcel of land so as aforesaid described, called —, or by whatsoever name the same may be called, together with the buildings and appurtenances, and all and singular other the premises hereby bargained and sold, or meant, mentioned or intended hereby so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said B. E. his heirs and assigns forever, and to and for no other use, intent or purpose whatsoever: And the said B. R. for himself, his heirs, executors and administrators,

doth hereby covenant, grant, promise and agree, to and with the said B. E. his heirs, executors, administrators or assigns, that he the said B. R. and his heirs, the said *tract or parcel of land* and premises, hereby granted, bargained and sold, and every part and parcel thereof, with the appurtenances thereunto belonging, to him the said B. E. his heirs and assigns, against him the said B. R. and his heirs, and against all and every person or persons whatsoever, claiming or to claim any right, title or interest in and to the same, or any part thereof, shall and will hereafter warrant and forever defend, by these presents.

(*Here add covenant for further assurances &c.*)

IN witness whereof, the said B. R. hath hereunto subscribed his name, and affixed his seal, the day and year first herein before written.

Signed, sealed and delivered }
in the presence of us }
G. H. L. M.

B. R. { * ~ ~ ~ *
 { SEAL }
 { * ~ ~ ~ * }

_____ County, sc.

RECEIVED on the day of the date of the within deed, of and from the within named B. E. the sum of _____ current money of the United States, being the consideration money in the said deed,

Witness, G. H. L. M.

B. R.

(For the acknowledgment—see acknowledgments &c.)



Deed of bargain and sale, with letter of attorney to acknowledge the same.

THIS indenture, made this _____ day of _____ between B. R. of the *city of London, in the &c.* gentleman, of the one part, and B. E. of _____ county, in the state of Maryland, one of the United States of America, of the other part, witnesseth that the said B. R. for and in consideration of the sum of _____ to him in hand paid by the said B. E. before the sealing and delivery of these presents, the receipt whereof he the said B. R. doth hereby acknowledge, hath granted &c. &c.

To have and to hold, &c. &c. And the said B. R. doth hereby constitute and appoint T. B. and I. B. of _____ jointly and severally, his attorney and attornies, authorising them, or either of them, to acknowledge this deed, for and as the act and deed of the said B. R. before any court, judge or justices, in the state of Maryland, according to the laws of that state,* in such cases made and provided. In witness &c.

* 1715 ch. 47, sec. 8, and Nov. 1766, ch. 14, sec. 4.

Another form of a letter of attorney, contained within any such deed.

AND this indenture further witnesseth, that the said I. G. hath constituted and appointed, and doth hereby constitute and appoint — of — and — of — jointly and severally, his attorney and attornies, with full power to appear for him, and in his name, and as his act and deed, to acknowledge this indenture before any court, judge or justice, or any other person or persons having lawful authority by the laws of the state of Maryland,* or of any other of the United States of America or elsewhere, to take the said acknowledgment, in order that the said indenture may be recorded according to law. In witness &c.



Instead of the letter of attorney being contained within a deed as the preceeding, it may be annexed thereto in the following form.

KNOW all men by these presents, that we B. R. and D. R. of the city of Amsterdam, in the republic of Holland, merchants, have signed, sealed and executed the foregoing (or annexed) deed or indenture, whereby we have, for the considerations therein mentioned, granted &c. unto B. E. of &c. in the state of Maryland, (one of the United States of America) merchant, all that tract &c. as by the said deed or indenture, reference being thereto had, will more fully and at large appear, and for the further perfecting thereof, and making the same more complete, according to the laws of the said state of Maryland, we, the said B. R. and D. R. do hereby authorise and empower A. C. and I. P. of the state aforesaid, jointly and severally, for us and in our names, and on our behalfs to acknowledge the said deed or indenture so executed by us as aforesaid, before such person or persons in the state of Maryland aforesaid, who are or shall be authorized to receive and take the same, and to cause or procure the said deed or indenture (when so acknowledged) to be recorded according to the laws of the said state, as fully and effectually as we ourselves could do if personally present: And we the said B. R. and D. R. do hereby ratify and confirm the said acknowledgment, and recording so to be had and made by the said A. C. and I. P. or either of them as aforesaid.

* 1715 ch. 47, sec. 8, and Nov. 1766, ch. 14, sec. 4.

IN witness whereof, we have hereto set our hands and seals, this
 — day of — &c.

B. R. * ~~~~~ *

Signed, sealed and delivered }
 in the presence of us }

D. R. * ~~~~~ *

T. H. I. H.

(For the affidavit of the witness &c. see affidavits.)



A deed to be given by an executor or administrator, of lands sold for the payment of debts, by an order of the orphans' court.

THIS indenture, made, &c. between G. B. executor of the testament and last will of A. B. late of — county, deceased, of the one part, and C. D. of —, of the other part, witnesseth that whereas the said G. B. executor as aforesaid, by an order of the orphans' court of the said county of — held at — in said county on the — day of — was authorised and empowered to make sale of the real estate of the said deceased, so far as should be necessary to satisfy the just debts by him owing at the time of his death, and for incidental charges: Now this indenture witnesseth, that the said G. B. executor as aforesaid, as well by virtue of the power and authority to him given as aforesaid, as in consideration of the sum of — to him in hand paid, by the said C. D. the receipt whereof he doth hereby acknowledge, hath granted, bargained and sold, and doth hereby, in said capacity, grant, bargain, sell, convey and confirm, unto him the said C. D. his heirs and assigns, forever, (*here the premises are to be inserted,*) To have and to hold the same, with all the privileges and appurtenances, thereunto belonging, to him the said C. D. his heirs and assigns, forever; And the said G. B. doth hereby, in the capacity aforesaid, covenant with the said C. D. his heirs and assigns; that the said A. B. died seized of the premises; that he the said G. B. was duly authorised and empowered by said court to make sale thereof, and that it was necessary the same should be sold for the purpose aforesaid; that he gave public notice thereof, according to the directions of the law in such cases made and provided, and that the said C. D. was the highest bidder for the said premises, and the same was thereupon struck off to him for the sum aforesaid, at a public vendue held at the house of — on the — day of —; And the said G. B. doth further, in the capacity aforesaid, covenant to and with the said C. D. his heirs and assigns, that the pre-

mises are free of all incumbrances, and that he the said G. B. will warrant, secure, and defend the same, to him the said C. D. his heirs and assigns against the lawful claims and demands of all persons. In witness whereof, &c.



A deed of bargain and sale from a mortgagee and mortgager to a purchaser.

THIS indenture of three parts, made the —— day of —— in the year of our Lord one thousand eight hundred and —— between T. T. of &c. of the first part, C. C. of &c. of the second part, and W. W. of &c. of the third part. Whereas the *tract or parcel of land and premises*, herein after mentioned to be hereby bargained and sold; are and stand limited and assured unto, and to the use of the said T. T. his heirs and assigns, by way of mortgage, for securing the principal sum of ——, and interest: And whereas there now remains due and owing unto the said T. T. upon and by virtue of his said mortgage, the said principal sum of —— only, all interest for the same up to the day of the date of these presents having been fully paid and discharged, as the said T. T. doth hereby admit and acknowledge. Now this indenture witnesseth, that for and in consideration of the sum of —— current money of the United States, to him the said T. T. (in satisfaction and discharge of the said sum of —— due and owing to him as aforesaid, upon and by virtue of his said security,) in hand well and truly paid by the said W. W. at or before the sealing and delivery of these presents at the request and by the direction and appointment of the said C. D. (testified by his being a party to and sealing and delivering these presents) and the sum of —— current money of the United States, to the said C. D. in hand also paid by the said W. W. at or before the sealing and delivery of these presents, the receipt of which said several sums of —— and —— current money of the United States, to them the said T. T. and C. C. respectively paid as aforesaid, they the said T. T. and C. C. do hereby respectively confess and acknowledge, and thereof and therefrom, and of and from every part and parcel thereof, do respectively acquit, release and forever discharge the said W. W. his heirs, executors and administrators, by these presents, he the said T. T. (at the request and by the direction and appointment of the said C. C. testified as aforesaid) hath bargained and sold, and by these presents doth bargain and sell; and the said C. D. hath granted, bargained, sold and confirmed and by these presents doth grant, bargain, sell and confirm unto the said W. W. his heirs and assigns all that *tract or parcel of land &c.* together with all and singular ways, waters, water-courses, emoluments, advantages, rights, privileges, and appurtenances to the said *tract or*

parcel of land and premises belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, use, trust, possession, property, benefit, equity of redemption, claim and demand whatsoever, both at law and in equity, of them the said T. T. and C. C. and each of them of, in, to and out of the said *tract or parcel of land*, and premises, hereby bargained and sold, or meant, mentioned, or intended hereby so to be, and every, or any part and parcel thereof; To have and to hold the said *tract or parcel of land*, and premises hereby bargained and sold, or meant, mentioned or intended hereby so to be, and every part and parcel thereof, with their and every of their appurtenances unto the said W. W. his heirs and assigns, to the only proper use and behoof of him the said W. W. his heirs and assigns forever, and to and for no other use, intent and purpose whatsoever. (*Add covenant that mortgagee has done no act to incumber. If necessary, add covenant by C. C. to warrant and defend, and to execute any other instrument of writing for the better assurance of the premises.*)

Vide covenants.



Deed by the chancellor, for land sold by the agent.

THIS indenture, made &c. between the honorable A. C. H. esquire, chancellor, acting on behalf of the State of Maryland, of the one part, and A. P. of — county and State aforesaid, of the other part. Whereas R. B. L. esquire, agent for the State of Maryland, on the — day of — in the year — pursuant to law, exposed to sale lot No. — situate in — county, late the property of — and a certain W. W. became the purchaser thereof, and gave bond to the said state in the sum of — current money, as appears by a certificate of the said sale, which was on the — day of — in the year — lodged in the land-office of the Western Shore, where it has since remained without caveat, agreeably to law; And whereas it appears, by an assignment on the said certificate bearing date the — day of — in the year — that the said W. W. for a valuable consideration to him paid by the said A. P. did assign all his right and title to the said lot of land above mentioned, and herein described to the said A. P. and requested that a deed might pass to him for the same; And it appearing that the said purchase-money for the said lot of land hath been fully paid and satisfied by the said A. P. as by the agent's receipt, endorsed on the said certificate and bond, appears, the said A. C. H. esquire, as chancellor aforesaid, in pursuance of the act of Assembly in such case made and provided, hath agreed to execute these presents. Now this indenture witnesseth, that the said State of Maryland, by the said A. C. H. esquire, as chancellor aforesaid,

for and in consideration of the premises, and in virtue of the act of Assembly aforesaid, hath granted, released, confirmed and transferred, and by these presents doth grant, release, confirm and transfer, unto the said A. P. his heirs and assigns, forever, the aforesaid lot No. — situate in — county aforesaid, late the property of the said — beginning &c. (*as by a certificate of survey thereof lodged in the said land-office, may more fully appear*) together with the appurtenances, and all the right, title and estate, of the said State of Maryland in law and equity, of, in and to, the said lot of land, and also with all and singular the privileges, appendages and appurtenances thereto belonging, or in any wise appertaining; To have and to hold the said lot of land, and premises, with the appurtenances, unto the said A. P. his heirs and assigns, forever.

In witness whereof the said A. C. H. on behalf of the said State of Maryland, according to the act of Assembly aforesaid, hath hereunto set his hand and seal, the day and year herein first before written.

A. C. H. chancellor.



Signed sealed and delivered }
in the presence of }
I. S.

(This deed need not be acknowledged.)



Deed by collector to purchaser of land, sold for
the payment of taxes.

THIS indenture, made this — day of — in the year of our Lord one thousand eight hundred and —, between C. C. collector of — county, in the State of Maryland, of the one part, and P. P. of the county and State aforesaid, of the other part, witnesseth. Whereas in virtue of an act* of the General Assembly of Maryland, entitled, "An act" &c. a tract or parcel of land, called, —, lying and being in the county aforesaid, became chargeable as the property of L. N. for the payment of the sum of — current money, for the county charges of the said county, and the collector of the county aforesaid, not finding any personal property in the said county liable for, or chargeable with, the payment of the same, the said collector did afterwards; to wit: on the — day of —, in the year —, return to the commissioners of the tax for the said county, at their — annual (*or adjourned*) meeting, a list of the said tract or parcel of land and the

amount of the tax thereon due, together with the name of the said L. N. as chargeable with the payment of the same; Whereupon the said commissioners of the tax of the said county caused an advertisement, expressing the name of the said tract or parcel of land; and the amount of the tax thereon due, together with the name of the said L. N. as chargeable for the same, to be inserted once per week during four weeks from the — day of — in the year of our Lord —, in the *Maryland Intelligencer*, or *Baltimore Daily Advertiser*, and in the *Maryland Gazette*, notifying, that unless the county charges due on the land aforesaid, should be paid to the collector of the said county within thirty days after the publication thereof, the land so charged as aforesaid, or such part thereof as might be necessary to raise the sum due thereon, should be sold to the highest bidder for the payment of the same: And whereas the said sum of — current money, the county charges of the county aforesaid, not being paid at the end of the said thirty days after publication of the notice aforesaid, to wit: on the — day of — in the year aforesaid, the commissioners of the tax of the said county did direct the said C. C. collector as aforesaid, after twenty days previous notice at the court house door, and at the most public places in the said county, to sell to the highest bidder the said tract or parcel of land, (*or, such part or parcel of the said tract or parcel of land as might be sufficient to discharge the said tax thereon due,*) and the same, when sold, to transfer, by deed of bargain and sale, to the purchaser thereof.* And whereas in virtue of the authority aforesaid, so as aforesaid given by the said commissioners of the tax, the said C. C. collector aforesaid after twenty days previous notice at the court house door, and at the most public places in the county aforesaid, did, on the — day of — in the year — expose to public sale to the highest bidder, *twenty acres of the said tract or parcel of land, called — beginning for the same at Etc.* and at which said sale the herein before named P. P. became the highest bidder and purchaser of the said — *twenty acres of land, being part of the said tract or parcel of land*, for the sum of — current money, and hath since paid the said purchase-money to the said collector, and is now desirous of obtaining a title to the said premises in consequence thereof. Now this indenture witnesseth, that for and in consideration of the premises, and of the sum of *five* dollars current money of the United States, to the said C. C. collector as aforesaid, in hand paid, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said C. C. collector as aforesaid, hath granted, bargained and sold, and by these presents doth grant, bargain and

* If it is a lot of ground, and the commissioners were of opinion that it would not admit of division without injury, then say, the said lot or parcel of ground, which, in the opinion of the said commissioners of the tax, would not admit of division without material injury to the said L. N. the owner thereof, and the same when sold, &c.

sell, unto the said P. P. his heirs and assigns the said twenty acres of land, being *part of the tract or parcel of land aforesaid*, so as aforesaid exposed to sale in virtue of the authority from the commissioners of the tax of the said county, with the appurtenances thereunto belonging; To have and to hold the same, *twenty acres of land being part of the tract or parcel of land aforesaid*, with the appurtenances, unto the said P. P. his heirs and assigns, to the only proper use and behoof of him the said P. P. his heirs and assigns, forever. In witness, &c.

(To be acknowledged and recorded as other deeds.)



A deed of gift of lands &c.

THIS indenture made &c. between E. H. of &c. of the one part, and G. H. *son of the said E. H.* of the other part, witnesseth, that the said E. H. as well for and in consideration of the natural love and affection which he the said E. H. hath and beareth unto the said G. H. as also for the better maintenance, support, livelihood and preferment, of him the said G. H. hath given, granted, aliened, enfeoffed and confirmed, and by these presents doth give, grant, alien, enfeoff and confirm, unto the said G. H. his heirs and assigns, all that tract &c. together with all and singular the houses, buildings, advantages, emoluments, hereditaments and appurtenances whatsoever, to the said tract of land and premises, hereby mentioned, or intended to be granted and confirmed, unto the said G. H. as aforesaid, or any part or parcel thereof, belonging or in any wise appertaining, or therewithal commonly held, used, occupied or enjoyed, or accepted, reputed, taken or known, as part or parcel of or belonging to the same, and the reversion and reversions, remainder and remainders, rents, issues and profits, of all and singular the said premises, with their appurtenances, and all the estate, right, title, interest, property, claim and demand whatsoever, of him the said E. H. of, in and to the said tract of land and premises, and of, in and to every part and parcel thereof, with their and every of their appurtenances.

To have and to hold the said tract of land, and all and singular other the premises hereby granted and confirmed, or mentioned or intended so to be, with their and every of their appurtenances, unto the said G. H. his heirs and assigns, to the only proper use and behoof of him the said G. H. his heirs and assigns forever; and the said E. H. for himself, his heirs, executors and administrators, doth covenant, grant and agree, to and with the said G. H. his heirs and assigns, by these presents, that he the said G. H. his heirs and assigns, shall and lawfully may, from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy, the said tract of land and premises, hereby

granted and confirmed, or mentioned or intended to be hereby granted and confirmed, with the appurtenances thereunto belonging, free, clear and fully discharged, or well and sufficiently saved, kept harmless and indemnified, of, from and against all former and other gifts, grants, bargains, sales, jointures, feoffments, dowers, estates, entails, rents, rentcharges, arrearages of rent, judgments, executions, and of, from and against all former and other titles, troubles, charges and incumbrances whatsoever, had, done or suffered, or to be had, made, done or suffered, by him the said E. H. his heirs or assigns, or any other person or persons, lawfully claiming or to claim by, from or under him, them or any of them. In witness &c.

To be acknowledged and recorded as other deeds ; but if there are goods and chattels contained in the deed, and they remain in the possession of the donor, the deed must be recorded in the county records, within twenty days. See the act of 1729, ch. 8, sec. 5, 6.



Deed of gift of a personal estate.

KNOW all men by these presents, that I, A. B. of &c. in consideration of the natural love and affection which I have and bear unto my beloved sister C. B. and also for divers other good causes and considerations, me the said A. B. hereunto moving, have given, granted and confirmed, and by these presents do give, grant and confirm unto the said C. B. all and singular, &c. &c.

To have, hold and enjoy all and singular the said goods, chattels and personal estate aforesaid, unto the said C. B. her executors, administrators and assigns, to the only proper use and behoof of the said C. B. her executors, administrators and assigns, forever ; and I the said A. B. all and singular the said goods, chattels, personal estate and other the premises to the said C. B. her executors, administrators and assigns, against me the said A. B. my executors and administrators, and all and every other person and persons whatsoever, shall and will warrant and forever defend by these presents ; of all and singular which said goods, chattels, personal estate and other the premises, I the said A. B. have put the said C. B. in full possession, by delivering to her one &c. at the time of sealing and delivering of these presents, in the name of the whole premises hereby granted. In witness &c.



Deed of manumission.

TO all to whom it may concern, be it known that I, N. W. of — county, in the state of Maryland, for divers good causes and

considerations me thereunto moving, as also in further consideration of — current money to me in hand paid, have released from slavery, liberated, manumitted and set free, and by these presents do hereby release from slavery, liberate, manumit and set free, my negro man named —, being of the age of — years, and able to work and gain a sufficient livelihood and maintenance, and him the said negro man named —, I do declare to be henceforth free, manumitted and discharged, from all manner of servitude or service to me, my executors or administrators, forever.

IN testimony whereof, I have hereunto set my hand and affixed my seal, this — day of — in the year of our Lord &c.

Signed, sealed and delivered }
in the presence of us }
S. H. I. H.

N. W. { SEAL }
~~*

RECEIVED, on the day of the date within mentioned, the sum of — current money, it being the full consideration money within mentioned.

N. W.

Witness, S. H.

County, sc.

BE it remembered, that on this — day of — personally appears N. W. party to the within instrument of writing, before me the subscriber, a justice of the peace for the state of Maryland, for the said county, and acknowledges the same to be his act and deed, for the purposes within mentioned, and the negro man within named, to be henceforth manumitted and discharged, from all services to him, or to any claiming under him, and to be free and manumitted, according to the act* of assembly in such cases made and provided.

Acknowledged before S. H.



Deed of partition.

THIS indenture of *four* parts, made and concluded the — day of —, in the year of our Lord one thousand eight hundred and —, by and between A. B. of &c. of the one part, C. D. of &c. of another part, E. F. of &c. of another part, and G. H. of &c. of the other part, witnesseth, that whereas they, the said A. B. C. D. E. F. and G. H. are seized in fee simple, and have and hold as tenements in common, equal shares, &c. (*here insert the premises or description of the estate to be divided:*) And whereas the said

* 1796, ch. 67, sec. 29.—Must be acknowledged before a justice of the peace of the county where the master resides, and recorded in the records of that county within six months after the date of the manumission.

parties have concluded to hold and enjoy their respective parts thereof in severalty: It is therefore covenanted, granted and agreed, by and between all and every of the said parties for himself *and herself*, and for his, *her* and their heirs, executors and administrators, and they do hereby severally and respectively, covenant, grant and agree, to and with the others, their several and respective heirs and assigns, that a partition of the same shall be and is hereby made and determined, in manner following, that is to say: 1st. That he the said A. B. his heirs and assigns, shall and may from henceforth have, hold, possess and enjoy, in severalty &c. (*here describe the part to be set off to A. B.*) and the said C. D. E. F. and G. H. for themselves, their heirs, executors and administrators, do by these presents grant, release and confirm the same to the said A. B. his heirs and assigns forever, as and for the said A. B's full share, part and proportion of, in and to the said &c. To have and to hold the same with all the privileges and appurtenances thereof, to him the said A. B. his heirs and assigns forever; in severalty as aforesaid, and to his and their only use and behalf, forever: And the said C. D. E. F. and G. H. do severally by these presents, for themselves and their heirs, executors and administrators, covenant and grant to and with the said A. B. his heirs, executors, administrators and assigns, that he and they shall and may from henceforth forever, peaceably and quietly have, hold, use, occupy, possess and enjoy the same, free and discharged of all right, title, interest, claim and demand whatsoever of the said C. D. E. F. and G. H. or either of them, or of their heirs or assigns, or of any person or persons claiming from, by or under them or any of them. 2ndly. That the said C. D. his heirs and assigns, shall and may from henceforth have, hold, possess and enjoy, in severalty, (*here describe the part to be set off to C. D.*) and the said A. B. E. F. and G. H. for themselves &c. (*here go on as before in the release to, and covenant with A. B.*) 3dly. That the said E. F. his heirs and assigns, shall and may from henceforth have, hold, possess and enjoy, in severalty, (*here describe the part to be set off to E. F.*) And the said A. B. C. D. and G. H. for themselves &c. (*here go on as before in the release to, and covenant with A. B.*) 4thly. That the said G. H. his heirs and assigns, shall and may from henceforth have, hold, possess and enjoy, in severalty, (*here describe the part to be set off to G. H.*) And the said A. B. C. D. and E. F. for themselves &c. (*here go on as before in the release to, and covenant with A. B.*)

IN witness whereof the said A. B. C. D. E. F. and G. H. (and also M. B. wife of the said A. B. and H. F. wife of the said E. F. in token of their free consent hereto) have hereunto interchangeably set their hands and seals the day and year above written.

Deed from a sheriff to the purchaser of property taken and sold under fieri facias.


THIS indenture made this — day of — in the year of our Lord one thousand eight hundred —, between C. H. G. esquire, sheriff of — county, of the one part, and B. E. of — county, of the other part, witnesseth: Whereas on the — day of — in the year of our Lord one thousand &c. a certain writ of the State of Maryland of *feri facias* did issue forth out of the &c. to the said sheriff of — county directed, reciting that whereas at a general court, begun and held at &c. on the &c. in the year &c. a certain P. P. by the judgment of the said court, recovered against a certain D. D. late of — county, — *otherwise called* &c. as well the sum of — (*recite the writ to the mandatory part thereof,*) The said sheriff was therefore commanded, that of the goods and chattels, lands and tenements of the said D. D. being in his bailiwick, he should cause to be made and levied the ~~debt~~, damages, costs and charges aforesaid, and that he should have those sums of money before the said general court, to be held &c. then next, to render unto the said P. P. the debt, damages, costs and charges aforesaid, and that the said sheriff should also have then and there that writ: And whereas also the said writ came to the hands of the said sheriff, and in pursuance of the command therein contained the said sheriff laid the same upon *part of* a tract of land of him the said D. D. called and known by the name of — lying, and being in — county aforesaid, and contained within the courses and distances following, that is to say, (*enter the courses.*) And whereas also after due notice being given of the same, the said sheriff did, on the — day of — in the year of our Lord one thousand &c. expose the said *part of* a tract of land, so as aforesaid taken in execution on the said writ, to public sale to the highest bidder, (*if there were no bidders, and the land was afterwards sold under a venditioni exponas, then say,*) but there appearing no person or persons who would bid for the same, the said sheriff, to wit, the said C. G. H. esquire, did afterwards, that is to say, on the said second Tuesday of — in the year last aforesaid, return to the said general court, that by virtue of the said writ to him directed for that purpose, he had taken of the lands and tenements of the said D. D. being in his bailiwick, part of a tract of land called — lying and being in — county aforesaid, which remained in the custody of him the said sheriff unsold for want of buyers, so that he could not have these sums of money before the said general court at the day aforesaid, as by the said writ he was commanded: And whereas also on the — day of — in the year of our Lord one thousand — a certain other writ of the said state of Maryland of *venditioni exponas* did issue forth out of the said general court to the said sheriff of — county directed, reciting the premises as herein before set forth, whereby the said

sheriff was commanded, that the said part of a tract of land, so as aforesaid taken, he expose to sale, and the money therefrom arising he should have before the said general court to be held at the city of &c. on the &c. then next, to render unto the said P. P. the debt, damages, costs and charges aforesaid, and all such costs as had accrued on the writ of fieri facias aforesaid, and that he should have then and there that writ, &c. And whereas also the said last mentioned writ came to the hands of the said sheriff, and in pursuance of the command therein contained, the said sheriff, after due notice being given, did, on the — day of — in the year of our Lord one thousand — expose to public sale to the highest bidder the said part of a tract of land aforesaid, and thereat, the herein before named B. E. became the highest bidder and purchaser of the said *part of* a tract of land, for the sum of — current money, and hath since paid the said purchase-money to the said sheriff, and is now desirous of obtaining a title to the said *part of* a tract of land in consequence thereof.

Now this indenture witnesseth, that for and in consideration of the premises, and of the sum of *five dollars* current money of the United States to the said C. H. G. sheriff as aforesaid, in hand paid, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said C. H. G. sheriff as aforesaid, hath granted, bargained and sold, and by these presents doth grant, bargain and sell, unto him the said B. E. his heirs and assigns, the said *part of* a tract of land so as aforesaid taken on the writ of *fieri facias* aforesaid, and so aforesaid exposed to sale in virtue of the said writ of *venditioni exponas* with the appurtenances thereto belonging: To have and to hold the same *part of* a tract of land, with the appurtenances, unto the said B. E. his heirs and assigns, to the only proper use and behoof of him the said B. E. his heirs and assigns forever.

IN witness whereof the said C. H. G. sheriff as aforesaid, hath hereunto set his hand, and affixed his seal, the day and year first herein before written.

Signed, sealed &c.

C. H. G. 

NOTE—It must be acknowledged as other deeds are, (except that the wife of the sheriff need not relinquish dower,) and recorded agreeably to law.

~~~~~

Another form of a deed by a sheriff to the purchaser of land taken and sold under fieri facias.

*IF the mandatory part of the fieri facias is before the recital of the judgment, the form of the deed must differ from the preceeding one, for*

*instead of pursuing the words "reciting that whereas at a general court" &c. you must say, commanding him, the said sheriff, that of the goods and chattels, lands and tenements of D. D. late of ——— county, otherwise called D. D. &c. being in his bailiwick, he should cause to be made and levied, as well the sum of &c. (reciting the words of the writ.)*

### Deed between late sheriff and present sheriff for setting over prisoners and writs, &c.

THIS indenture made this ——— day of ——— in the year of our Lord, one thousand eight hundred and ——— between L. S. esquire, late sheriff of ——— county, in the State of Maryland, of the one part, and P. S. esquire, now sheriff of the said county, of the other part: Whereas the said P. S. hath been duly elected, and hath obtained a commission, as sheriff of the said county, to succeed the said L. S. in the said office of sheriff of the county aforesaid. Now this indenture witnesseth, that the said L. S. hath delivered and set over unto the said P. S. the following writs, that is to say, a writ of *capias ad satisfaciendum* issued out of, and returnable to the *general court*, against W. H. to satisfy unto L. M. the sum of ——— current money, debt, and sum of ——— costs of suit, together with the body of the said W. H. A writ of *capias ad respondendum*, issued out of, and returnable to ——— county court, against L. M. to answer unto W. H. in a plea of trespass on the case &c. Another writ of &c. a writ of *feri facias*, issued &c. against the goods &c. of H. W. to render unto T. H. the sum of ———; A writ of *scieri facias* issued &c. to make known unto I. H. that he shew cause why execution should not issue against him at suit of K. L. &c. together with the bodies of I. N. N. O. &c. In witness &c.

### Deed of surrender of demised premises, and release of rents reserved, &c.

THIS indenture, made this ——— day of ——— in the year of our Lord one thousand eight hundred and ——— between E. D. administratrix of I. D. late of &c. deceased, of the one part, and C. C. of &c. of the other part, witnesseth, whereas by a certain indenture of demise, bearing date on or about the ——— day of ——— and made or mentioned to be made, between the said C. C. of the one part, and the said I. D. and a certain R. P. D. of the other part, after reciting as therein is recited, the said C. C. for and in consideration of the sum of ——— current money, to him in hand paid, as also in consideration of the rents and covenants re-



served and made by the said indenture of demise, the said C. C. did demise, set, and to farm let, unto the above named I. D. and R. P. D. their executors, administrators and assigns, all that &c. (*recite the indenture of demise and the several covenants,*) as in and by said foregoing indenture of demise, recorded &c. one of the land record books of — county, reference being thereunto had, will more fully and at large appear. And whereas the said R. P. D. departed this life intestate, on or about the — day of — in the year —, leaving the said I. D. his survivor, who also departed this life intestate, on or about the — day of — and after the death of the said I. D. administration of his goods and chattels, rights and credits, was in due form of law, committed to the beforementioned E. D. who hath taken upon herself the burthen and execution of the administration thereof. Now this indenture witnesseth, that the said E. D. administratrix as aforesaid, in consideration of the sum of five dollars current money of the United States, to her in hand paid by the said C. C. hath granted, bargained, sold, surrendered, yielded up and confirmed, and by these presents doth grant, bargain, sell, surrender, yield up and confirm unto the said C. C. his heirs and assigns, all the aforementioned described lots, parts of lots, pieces or parcels of ground and premises, and every of them, which are more particularly set forth in the aforementioned recited indenture of demise: To have and to hold the aforesaid described lots, parts of lots, pieces or parcels of ground and premises, and every of them, herein before described, with their appurtenances, with all the right, title, claim and demand of the said E. D. administratrix as aforesaid, and of the heirs and legal representatives of the aforesaid I. D. of, in or to the same or any part or parcel thereof, hereby assigned, surrendered, yielded up and confirmed, unto him the said C. C. his heirs and assigns, for and during all the rest, residue and remainder, of the term of *ninety-nine* years, by virtue of the herein before recited indenture of demise, now to come and unexpired, to the intent and purpose that the term granted as aforesaid therein, may be merged and extinguished; And the said C. D. for and in consideration of the sum of five dollars current money of the United States, to him in hand paid, and also in consideration of the payment of all rent in arrear, reserved by the above recited indenture of demise, to the date of these presents by the said E. D. administratrix as aforesaid, the said C. C. hath, and by these presents doth release, exonerate, and forever quit claim to her, the said E. D. administratrix as aforesaid, and to the heirs and legal representatives of the said I. D. and to her and their, and every of their heirs, executors and administrators, the said several sums of money, being the several annual and semi-annual rents reserved by the herein before recited indenture of demise, which have heretofore arisen, or shall hereafter arise due, by virtue of the said indenture of demise. In testimony whereof, the said E. D. administratrix as aforesaid, and the



said C. C. have hereunto interchangeably set their hands and affixed their seals, the day and year first herein before written.

E. D. 

Signed, sealed and delivered }  
in the presence of us }

C. C. 

MARYLAND, sc.

BE it remembered, that on this — day of —, in the year of our Lord one thousand eight hundred and — personally appears E. D. administratrix of I. D. before the subscriber, one of the judges of the state aforesaid for the general court, and acknowledges the foregoing instrument of writing to be her act and deed, and the lots, parts of lots, pieces or parcels of ground, therein described to be the right and estate of the within named C. C. his heirs and assigns forever, according to the purport, true intent and meaning of the said instrument of writing.

Acknowledged before G. D.

MARYLAND, sc.

BE it remembered, that on this — day of —, in the year of our Lord one thousand &c. personally appears C. C. before the subscriber, one of the judges of the said state, for the general court, and acknowledges the foregoing instrument of writing to be his act and deed, for the purposes therein declared, according to the purport, true intent and meaning of the same.

Acknowledged before G. D.



Deed by a trustee, appointed by the chancery court, to sell an estate, to the purchaser of the said estate, or a part thereof.

THIS indenture, made this — day of — in the year of our Lord one thousand — between T. H. of — county, in the state of Maryland, of the one part, and P. R. of — county and state aforesaid, of the other part. Whereas by decree of the chancery court of the state aforesaid, bearing date the — day of — in the year —, the above named T. H. was appointed a trustee, and authorised and empowered to sell and dispose of the real estate of I. D. late of — county, deceased, for the payment of his debts; that in pursuance of the said decree, the said T. H. did, on the — day of — in the year —, sell and dispose of to the above named P. R. *part of a tract of land &c. &c.* at and for the sum of —, current money: And whereas the pur-

chase money for the said *part of a tract* of land and premises, hath been fully paid and satisfied, and the said T. H. is authorised by the said decree to execute a conveyance for the same, and to comply with the terms of the said decree, the said T. H. hath agreed to execute these presents. Now this indenture witnesseth, that the said T. H. in consideration of the above recited premises, and also of one dollar current money of the United States, to him in hand paid by the said P. R. the receipt whereof is hereby acknowledged, and himself therewith to be paid, hath granted, bargained, sold, released, aliened, enfeoffed and confirmed, and by these presents doth grant, bargain, sell, release, alien, enfeoff and confirm unto the said P. R. his heirs and assigns forever, all that part of a tract or parcel of land, called —, which is contained within the courses and distances following; that is to say: beginning &c. &c. To have and to hold the said part of a tract of land above described, and premises with every of the appurtenances, unto the said P. R. his heirs and assigns, forever, to his and their only proper use and behoof, and to and for no other use, intent or purpose whatsoever. In witness whereof, &c.



### Deed of trust for the benefit of children, &c.

THIS indenture, made &c. between I. E. of — county &c. of the one part, and W. P. of — county &c. of the other part, witnesseth, that the said I. E. for and in consideration of the sum of — current money, to him in hand paid, the receipt whereof he doth hereby acknowledge, hath given, granted, bargained and sold, and by these presents doth give, grant, bargain and sell unto the said W. P. his heirs and assigns, all that tract &c. &c. To have and to hold the said tract of land above mentioned and described, unto the said W. P. his heirs and assigns forever, in trust, to and for the uses, intents and purposes, that is to say, in trust for the use of S. C. of — county, — and H. C. wife of the said S. C. for and during their joint natural lives, and the life of the survivor of them, without impeachment of or for any manner of waste, and after the death of the said S. C. and H. C. to have and to hold one undivided moiety or half part of the said tract of land and premises, in trust for the use and behoof of E. C. (daughter of the said S. C. and H. C.) and the heirs of the body of the said E. C. And to have and to hold the other moiety or half part of the said tract of land and premises in trust for the use and behoof of M. C. (daughter of the said S. C. and H. C.) and the heirs of the body of the said M. C. and in case of the death of the said E. C. without such issue, to have and to hold her moiety, in trust for the said M. C. and the heirs of her body, and in case of the death of the said M. C. without such issue, to have and to hold

her moiety in trust for the said E. C. and the heirs of her body, and in case of the death of the said E. C. and M. C. without such issue, then to have and to hold one undivided moiety or half part of the said tract of land and premises, in trust for A. C. (daughter of the said S. C. and H. C.) and the heirs of the said A. C. in fee simple, and to have and to hold the other moiety or half part of the said tract of land and premises, in trust for N. C. (daughter of the said S. C. and H. C.) and the heirs of the said N. C. in fee-simple. In witness whereof, &c. &c.



### Deed of trust for the benefit of creditors.

THIS indenture, made &c. between T. B. of &c. of the one part, and S. R. and T. B. of &c. of the other part, witnesseth : Whereas the said T. B. is largely indebted to several persons on bond and otherwise, and many judgments have been rendered against him in the general court of the western shore of this state, and in the county court of —, for sundry of the said debts : And whereas the said S. and T. have become securities for the said T. in several bonds, to obtain writs of error for and on behalf of the said T. for the removal of the said judgments, so as aforesaid rendered against him in the general court, to the court of appeals, and so as aforesaid rendered against him in the county court, to the general court. Now this indenture witnesseth, that in consideration of the premises, and of the sum of five dollars current money of the United States, to him the said T. by the said S. and T. in hand paid, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said T. hath given, granted, bargained, &c. &c. To have and to hold the said lands, tenements, hereditaments and real estate, situate as aforesaid, either in the state of Maryland, or in the state of Virginia, and all the right, title, estate and interest, in possession, reversion or remainder, of him the said T. either in law or in equity, therein or thereto, unto the said S. and T. and to the survivor of them, and the heirs of such survivor, to and for the uses, trusts and purposes following, and to and for no other use, intent or purpose ; that is to say, in trust that the said S. and T. and the survivor of them, and the heirs of such survivor, may sell and dispose of all or any part of the said estate, lands and premises, at public or private sale, for cash or on credit, as they or he may judge most expedient, and the proceeds of the said sales to apply, first, to discharge all judgments at this time obtained against the said T. principal, interest and costs of suit, with power and authority to contest such as are not just, fair and equitable ; secondly, to secure and indemnify the said S. and T. and each of them, against any bond or bonds entered into by them or either of them, for or

on behalf of the said T. and all costs, charges and fees to counsel, and expences incurred and paid, in virtue of this deed of trust, or that may hereafter accrue or be expended in the execution thereof; thirdly, to pay and satisfy all just and fair debts at this time due and owing by the said T. and lastly, to hold the surplus (after fulfilling and satisfying the aforesaid trusts,) whether the same consists of real estate, bonds or money, in trust, to permit the said T. to enjoy, hold and possess, the real estate, and receive the interest of the money, if any there be, or have the same laid out and invested for the benefit of the said T. during his natural life, to his own use and advantage, and from and after his decease, to permit his wife S. in the event of her surviving him, to hold and enjoy one half part of the real estate, and to receive the interest of one half part of the money, if any there be, to her own use, during her natural life, in lieu of her dower and thirds, and the other half part to be conveyed, paid and applied, to such persons as the said T. shall, by his last will and testament limit and direct: And from and after the death of the said S. wife of the said T. in the event of her surviving the said T. then her half part to be conveyed, paid and applied, in like manner, and in the event of the said T. surviving his said wife, then on his death the whole to be conveyed, paid and applied, according to his last will, and if he dies intestate, and without will, then to go to his heirs and representatives, according to law. In witness &c.



### Deed of trust by an insolvent debtor.

THIS indenture, made this — day of — in the year &c. between I. D. of — county, of the one part and T. T. of — county, of the other part. Whereas on application of the said I. D. to the &c. &c. for the benefit of the act of assembly, for the relief of sundry insolvent debtors, passed at *November* session, one thousand eight hundred and —, the said *justices* did on the — day of —, appoint the above named T. T. trustee on behalf of the creditors of the said I. D. and did direct that the said I. D. should execute a deed to the said trustee, for all his property, debts, rights and claims, (except the necessary wearing apparel of himself *and family*,) in trust for the said creditors of the said I. D. Now this indenture witnesseth, that the said I. D. in pursuance of the order of the &c. &c. and to obtain the benefit of the said act of assembly, and in consideration of the sum of *one dollar* current money, to him paid by the said T. T. hath granted, bargained and sold, assigned, transferred and set over, and by these presents doth freely and absolutely grant, bargain and sell, assign, transfer and set over unto the said T. T. and his assigns, all and every the household goods and furniture, effects and chattels, debts and sum



and sums of money, belonging to, and due and owing to the said I. D. as are in the schedule of the said I. D. heretofore filed in the &c. particularly mentioned, and also all other property, real, personal and mixed, of what kind, nature or quality soever, (excepting the necessary wearing apparel of the said I. D. and family,) that the said I. D. has, or claims any title to, or interest in, at the date of this deed, and all debts, rights and claims, which he has at the date hereof, or that he is in any respect entitled to, in possession, remainder or reversion: To have and to hold the same, and every part and parcel thereof, unto him the said T. T. and his assigns, in trust, to and for the creditors of the said I. D. and for their benefit, agreeably to the said act of assembly, entitled "An act for the relief of sundry insolvent debtors," passed at November session, in the year one thousand &c.

IN witness whereof, the said I. D. hath hereunto subscribed his name, and affixed his seal, the day and year first herein before written.

Signed sealed and delivered }  
in the presence of us }

N. O. I. P.

(To be acknowledged and recorded as other deeds are.)

I. D. { SEAL }

### Deed of trust, for the benefit of sureties and creditors.

THIS indenture, made this — day of &c. between H. R. of — county &c. of the one part, and I. M. L. and W. S. of —, of the other part, witnesseth, that the said H. R. for and in consideration of the trust and confidence in them the said I. M. L. and W. S. reposed and herein after particularly set forth, and also for and in consideration of the sum of *five dollars* current money of the United States, to him the said H. R. at the sealing and delivery of these presents in hand paid, by them the said I. M. L. and W. S. the receipt whereof he the said H. R. doth hereby acknowledge, hath given, granted, bargained and sold, and by these presents doth give, grant, bargain and sell, unto them the said I. and W. in trust, for the purposes herein after particularly set forth and expressed, all the interest, right, property, claim and estate, which he the said H. R. hath in and by virtue of the last will and testament of his late father D. R. deceased, of, in and to all or any of the lands, tenements, hereditaments, slaves, stock, and other estates, whether real or personal or mixed, whereof the said D. R. died seized, possessed or in any manner entitled to, and also all the property of every kind whatsoever, whether the same be real,

personal or mixed, and wheresoever the same may be, whereof the said H. R. is now seized, possessed or entitled to, either in law or in equity, and also all debts, claims and demands, either in law or in equity, due, owing or to become due, from any person and every person whatsoever, to him the said H. R. whether the same be due or hereafter to become due, upon bond, bill, note or open account, or whether the same be due or hereafter to become due from former copartnerships in trade, or whatsoever other way the same is, or may hereafter become due to him the said H. R. to have and to hold the said lands, tenements, hereditaments, slaves, debts, dues and demands, and other estate above specified, whether the same be real, personal or mixed, to them the said I. and W. and their heirs, and the survivor of them, and the heirs of such survivor, forever, in trust nevertheless for the uses, intents and purposes, herein after particularly set forth, expressed, limited and declared, and for no other use, intent or purpose whatsoever, that is to say, whereas the said H. R. at this time stands indebted to a certain K. L. of ——— in a large sum of money, for and on account of monies paid and advanced by him the said K. L. for him the said H. R. and the said K. L. now stands liable to the president, directors and company, of the bank of ———, as an endorser for the said H. R. for divers other large sums of money, and the said K. L. also stands bound for the said H. R. as his security, in six several bonds, passed, executed and delivered to a certain N. L. which are now in suit in the general court for the western shore of Maryland: And whereas the said H. R. stands indebted to a certain I. S. of ———, in a sum of money advanced by the said I. S. for the said H. R. in discharge of a draught drawn by the said H. R. upon the said I. S. And whereas the said H. R. stands indebted to a certain W. W. of ———, in a sum of money by him the said W. W. paid to the bank of ——— for the said H. R. as his endorser: And whereas, &c. &c. and it is the wish and determination of him the said H. R. by and from the property herein before conveyed, to provide in the first place for the payment of the debts herein before particularly mentioned, as well as for the perfect and entire indemnification of him the said K. L. for and on account of his engagements aforesaid. It is therefore hereby declared to be the meaning of these presents, and of the parties thereto, that all the premises herein and hereby bargained, sold and conveyed, or intended to be bargained, sold and conveyed to them the said I. and W. in manner aforesaid, are to be held, deemed and taken, in trust and confidence, in the first place to raise by a sale of the same, or any part thereof, in such manner as they, or the survivor of them shall think proper, so much money as will be sufficient therefor, and the same money, when raised, to apply to the purpose of paying off, satisfying and discharging all and singular the said debts, together with all interest and cost that have accrued or may accrue thereon, and in all

respects to save harmless, indemnified and reimburse, the said K. L. his heirs, executors and administrators, for and on account of his having become bound as aforesaid, or for any monies that he the said K. L. may hereafter be compelled to advance for and on account of him the said H. R. But it is hereby expressly declared to be the meaning of these presents, and of the parties thereto, that no debt, due and owing from the said H. R. to the said W. W. except that debt due in manner aforesaid for money by him the said W. W. paid to the bank of —, as the endorser of him the said H. R. and also that no debt due and owing from him the said H. R. to him the said, &c. &c. shall be taken, deemed and considered, as provided for in manner aforesaid, but that any other debt or debts, due and owing by the said H. R. to the said W. W. or to the said &c. &c. except those above particularly mentioned, shall be and stand upon the same footing with all other debts due and owing by the said H. R. and be provided for in manner herein after particularly mentioned and set forth; and it is moreover the meaning of these presents and of the parties thereto, that if D. R. and A. R. brothers of the said H. R. or either of them, should at any time pay off and discharge the monies by him the said K. L. paid and advanced for the said H. R. in manner aforesaid, and now due from the said H. R. to the said K. L. and the money for which the said K. L. stands bound in manner aforesaid, for the said H. R. or any part thereof, that in that case the said D. R. and A. R. or either of them, as the case may be, shall be and stand, be taken, deemed and considered to be and stand, in the place and stead of him the said K. L. for any sum or sums of money by them or either of them, so paid as aforesaid, to or in exoneration of him the said K. L. and for such sum or sums of money by them the said D. R. and A. R. or either of them (as the case may be,) so paid, they the said D. R. and A. R. or either of them, (as the case may be) shall stand secured and indemnified by these presents, in the same manner that he the said K. L. is or would be, if he had paid the same, but it is nevertheless to be understood by these presents, that if the said D. R. and A. R. or either of them, should make only a partial payment of the monies so due to the said K. L. as aforesaid, or of the monies for which the said K. L. stands bound as aforesaid, for and on account of the said H. R. that then and in that event the said D. R. and A. R. and each of them, shall stand postponed, and derive no benefit from this trust until the said K. L. is wholly paid off, satisfied, saved harmless and indemnified, for the monies so due to him as aforesaid, and for the monies for which he the said K. L. is answerable and bound for and on account of the said H. R. in manner aforesaid. And whereas, the said H. R. now stands indebted in other large sums of money, due and owing to sundry persons for the payment and discharge whereof he is anxious and desirous to make all the provision in his power; it is therefore hereby de-

clared to be the meaning and intention of these presents and of the parties thereto, that after the fulfilment of the trusts herein before particularly set forth and expressed the said I. and W. or the survivor of them, or the heirs of such survivor, shall in the second place, out of the monies arising from the sale of the said property, or of any part thereof, in such manner as the said I. and W. or the survivor of them, or the heirs of such survivor, shall think proper, and out of the monies to be collected in virtue of this trust, pay and satisfy all and every debt due and owing from him the said H. R. to any and every person whatsoever : And it is hereby declared to be the meaning and intention of these presents, and of the parties thereto, that if the funds herein and hereby conveyed and appropriated in the second place, for the payment of all the debts due and owing from him the said H. R. should prove insufficient to pay and satisfy all the said debts, so in the second place provided for, or hereby intended to be provided for, in manner aforesaid, that then and in that case no preference shall be given to any of the said debts, so in the second place provided for, or intended to be provided for ; but that all such debts be admitted to come in for their respective proportionable shares of the monies arising from the funds so appropriated for the discharge thereof, in manner aforesaid ; And thirdly, should there be any property or money remaining in the hands of the said I. and W. or the survivor of them, or the heirs of such survivor, after fulfilling the trusts herein before particularly set forth, mentioned and declared, that then the said I. and W. or the survivor of them, or the heirs of such survivor, shall pay over, transfer and assign, such overplus, unto him the said H. R. his heirs or assigns ; And the said H. R. for himself and his heirs, doth by these presents, covenant, grant, promise and agree, to and with the said I. and W. and their heirs, that they the said I. and W. or the survivor of them, and the heirs of such survivor, shall have full power and authority, at such time and in such manner as he or they shall think proper, and as may be necessary to fulfil the said trusts herein before declared, to sell and dispose of the whole, or of any part of the premises herein and hereby granted, bargained and sold, either for cash or upon credit, at public or at private sale, as to them or him shall seem proper and right, and as in their or his opinion necessity may require, and on receipt of the purchase-money, to execute and acknowledge in due form of law, deeds of conveyance unto the purchaser or purchasers, his, her, or their heirs or assigns, in fee simple absolute ; And the said H. R. doth moreover by these presents nominate, constitute and appoint, them the said I. and W. and the survivor of them, and the heirs of such survivor, the true and lawful attornies of him the said H. R. for the purposes and to fulfil the trusts herein before specified and declared, in the name of him the said H. R. to ask, demand, sue for, recover and receive, all such sums of money, debts, dues and de-



mands, of what nature or kind soever they be, either in law or in equity, that now are due and owing, or which may hereafter become due to him the said H. R. in any manner and way whatsoever, and from all and every person whomsoever, and for the same when received, acquittances and discharges to execute and give, giving to them the said I. and W. and the survivor of them, and the heirs of such survivor, full power and authority to compromise, adjust and arbitrate, as they or he may think proper, all and every dispute which has arisen, or may arise respecting any claim or demand of him the said H. R. with any person whatsoever, hereby ratifying and confirming whatsoever they the said I. and W. or the survivor of them, or the heirs of such survivor, may lawfully do in the premises.

IN testimony whereof, &c.



### Deed of trust to sell land and apply the proceeds to the use of a certain person.

THIS indenture, made &c. between W. G. of &c. of the one part, and I. C. S. C. I. W. I. B. and S. W. of — (as the preceding.) To have and to hold, &c. &c. nevertheless, upon the several trusts, ends, intents and purposes, and under and subject to the several provisos and agreements herein after mentioned, expressed and declared, of and concerning the same, namely, upon the special trust and confidence, that they the said I. C. &c. and the survivors and survivor of them, and the heirs and assigns of such survivor, and also all and every such other trustee or trustees, as shall or may be appointed by virtue of these presents, in the manner herein after provided and expressed, shall stand seized of all and singular the lands, tenements and hereditaments aforesaid, subject nevertheless, to the powers and provisos herein after expressed and declared, upon this special trust and confidence, that until the sale herein after authorised, shall be made, the trustees and their survivors, herein appointed, or which shall hereafter be appointed, agreeably to the mode herein after directed, shall and may demise and lease the whole or any part of the said lands, until such time or times as a sale or sales thereof can be made, and receive and take the rents, issues and profits thereof: In trust nevertheless, for the use of L. H. M. his executors, administrators or assigns: And upon this further trust and confidence, that the said trustees, and the survivors and survivor of them, herein appointed, or which shall be hereafter appointed, agreeably to the mode herein after directed, and the heirs and assigns of such survivor, shall and do, for the best price that can be got, sell and dispose of for cash, or on credit, on such terms, and in such parts or parcels, as to them shall seem most advantageous, all or any part of the above

described and conveyed lands, tenements and hereditaments, to any person or persons who may be inclined to purchase the same, and to take and receive lands, mortgages or other securities, in their own name ; (but to the uses herein after declared,) for securing the payment of the purchase money of the whole, or any part of the lands aforesaid, from the purchaser or purchasers thereof, or on receipt of the purchase money contracted to be paid for the whole, or any part or parcel of the lands aforesaid, to execute and acknowledge, in due form of law, deeds of conveyance unto the purchaser or purchasers, his, her or their heirs or assigns, in fee simple absolute ; and upon the further trust that they, the said trustees, and the survivors or survivor of them herein appointed, or hereafter to be appointed, agreeably to the mode herein after directed, and the heirs, executors, administrators and assigns, of such survivor, shall and do, pay and apply, all and every the sum and sums of money, or other proceeds to be raised or paid by the rents or sale of the said lands, tenements and hereditaments, or any part or parts thereof, to the proper use of the aforesaid L. H. M. or his assigns : And also upon this further trust, as to all such parts of the said lands and premises, as shall remain unsold, that they, the said trustees and their heirs, shall stand seized thereof, to the use of the said L. H. M. his heirs and assigns forever : Provided always, and it is hereby expressly agreed and declared, by and between the parties to these presents, that it shall and may be lawful to and for the said L. H. M. at any time or times hereafter, by deed duly executed, to displace the trustees herein before named, or any of them, and appoint any other trustee or trustees, in the place of such trustee or trustees, so by him displaced, when and as often as to him, the said L. H. M. shall seem fit, and also, that in case of the death of any or either of the trustees herein before named, or of any trustee hereafter to be appointed by the said L. H. M. as aforesaid, it shall and may be lawful for the said L. H. M. to fill up such vacancy in the manner herein before directed : And the said trustees, when so appointed by the said L. H. M. as aforesaid, shall all of them have the like power and authority to act in the several trusts according to the true intent and meaning of these presents, as fully and amply, to all intents and purposes, as if such new, or other trustee or trustees had been actually named herein by the said W. G. and provided also, that no trustee now appointed, or to be hereafter named and appointed, as above directed, shall in any event be liable for more than he shall receive, nor for any loss or damage not occasioned wilfully and designedly, by such trustee, or through his gross and wilful negligence. In witness &c.

## OF DISTRESS FOR RENT.

THE usual remedy for recovery of rent in arrear, is distress: And where any goods or chattels shall be distrained for rent, and the tenant and owner of the goods shall not within five days after the distress taken, and notice thereof left at the dwelling-house, &c. replevy the same according to law: Then the landlord, or person distraining, may, with the sheriff or undersheriff of the county, or with the constable of the hundred, &c. where such distress shall be taken, cause the goods and chattels to be appraised by two sworn appraisers (whom the sheriff, constable &c. is to swear) and afterwards sell the same for the best price towards the discharge of the rent, charges of distress, appraisement and sale, leaving the overplus (if any) in the hands of the constable, &c. for the use of the owner.

And if any tenant shall fraudulently convey away goods, &c. from off the premises, the landlord may within thirty days after, seize such goods wheresoever found, as a distress for the rent in arrear; unless the goods were sold before the seizure for a valuable consideration.

All distresses must be made *by day*, unless in the case of *damage feasant*;\* an exception being there allowed, least the beasts should escape before they are taken; And when a person intends to make a distress, he must, by himself or his bailiff, enter on the demised premises; formerly during the continuance of the lease, but now he may distrain within six months after the determination of such lease whereon rent is due. 3 Black. Com. ch. 1, p. 6.

The usual method of making a distress for rent in the State of Maryland is as follows:

THE landlord (or his agent or attorney) states an account ascertaining the amount of rent due. At the foot or on the back of such account must be the following direction to the sheriff, undersheriff or constable of the hundred, viz.

SIR,—You are hereby authorised and requested to distrain any goods and chattels found upon the premises now (or lately) occupied by C. D. in — &c. to satisfy and pay unto me (*if by his agent or attorney, say, to satisfy and pay unto A. B.*) the sum of — rent due, and in arrear, as appears by the *above* stated account, and for so doing this shall be your sufficient authority. Given under my hand this — day of — &c.

To the sheriff of — county, (or } A. B.  
to — constable of the hundred.) }

\* Doing damage.

## An inventory of goods taken in distress.

AN inventory of goods and chattels seized and distrained by me — &c. in the house of C. D. of &c. for the sum of — current money being rent due to A. B. on the — day of — last : Taken the — day of — &c. for the rent aforesaid.

In the dwelling-house, &c. 1 table, &c. value &c. —

In the stable, &c. 1 horse, &c. value &c. —

Valued in all at the sum of —

By us, witness our hands this day, &c.

E. F. } Sworn appraisers.  
G. H. }  
I. K. sheriff.

Notice to the tenant of the distress to be left at  
the dwelling-house, &c.

MR. C. D.

THIS is to inform you that I have this day, &c. seized upon your goods and chattels in your house, &c. for — current money, rent due to A. B. at, &c. last, and have taken an inventory thereof. And if you do not pay the rent due, or replevy the goods and chattels mentioned in the inventory, I shall in five days make sale thereof, according to law, of which take notice from

Yours, &c. I. K. sheriff.

## OF LEASES.

A LEASE is a deed whereby lands and tenements, &c. are demised and letten, for a less time than he that doth let them hath therein. And leases are either for life or for years ; leases for life are called *freeholds*, and require livery of seisin ; leases for years are called *chattels*, and are not inheritable by heirs ; but go to the executors, &c.

A lease may be made for weeks, months, quarters &c. and until such a term is expired ; but in every lease for years, the term must have a certain commencement and determination, or by reference to a certainty be made certain. If tenant for years set up wainscot, doors, windows, benches, &c. they may be taken down by such tenant, so as it be done before the end of the term, and he leave the freehold in as good condition as he found it.

The person granting the lease is called the *lessor*, and the tenant or person to whom it is granted, the *lessee*. Co. Lit. 43. 55, 272.



To the making of a good lease, these things are necessary, viz. a lessor not restrained to make a lease; a lessee not disabled to receive it; a thing demised which is demisable, and a sufficient description of the thing demised. Jacob's Dict.

A lease at will, is either at the will of the lessor or lessee, or regularly at the will of both parties. Wood's Inst.

Leases for a longer term than seven years, must be acknowledged as other deeds are, and recorded within six months from the date thereof. Laws of Maryland, 1715, ch. 47, sec. 7, May 1766, ch. 14, sec. 2.



### A lease of ground for building a house upon.

THIS indenture made the — day of — in the year of our Lord &c. between A. B. of &c. of the one part, and C. D. of &c. of the other part, witnesseth, that the said A. B. for and in consideration of the rent, covenants and agreements, herein after mentioned and reserved, on the part and behalf of the said C. D. to be paid, done and performed, hath granted, demised, leased and to farm letten, and by these presents doth grant, demise, lease and to farm let, unto the said C. D. his executors, administrators and assigns, all that piece or parcel of ground, containing in length, twenty-five feet, and in breadth twenty feet, or thereabouts, lying and being in or near &c. To have and to hold the said piece or parcel of ground above mentioned, unto the said C. D. his executors, administrators and assigns, from &c. for and during the full end and term of &c. from thence next ensuing, and fully to be complete and ended, yielding and paying therefor, yearly and every year during the said term, unto the said A. B. his heirs or assigns, *(these words heirs or assigns, are only to be used where the inheritance is in the lessor; for where he has only a temporary estate in the thing leased, you must, in the place of heirs &c. use executors, administrators or assigns,)* the yearly rent or sum of &c. lawful money of —, on — several days of payment, by even and equal portions; the first payment thereof, to begin and be made at or upon the — day of — next, ensuing the date of these presents. Provided nevertheless, and it is the true intent and meaning of these presents, and of the parties hereunto, that if it shall happen that the said yearly rent of &c. hereby reserved, or any part thereof, should be behind or unpaid, by the space of — days next, over or after either of the said days, whereon the same ought to be paid as aforesaid (the same being first lawfully demanded) that then and from thenceforth, it shall and may be lawful to and for the said A. B. his executors, administrators or assigns, into and upon the said demised premises, and every or any part or parcel thereof, with the appurtenances, in the name of the whole, to re-enter, and the same to have again, re-possess and enjoy, as in his

or their first and former estate or estates, and him the said C. D. his executors, administrators and assigns, and all and every other the occupiers or possessors of the said demised premises, from thence utterly to expel, remove and put out; any thing in these presents contained to the contrary thereof in any wise notwithstanding. And the said C. D. for himself, his heirs, executors and administrators, doth covenant, grant and agree, to and with the said A. B. his heirs and assigns (*but thus, his executors, administrators and assigns, in case the lessor has only a temporary estate in what is leased*) that he the said C. D. his executors, administrators or assigns, shall well and truly pay or cause to be paid unto the said C. D. his heirs or assigns (*or executors; &c. as in the above observation*) the aforesaid yearly rent of &c. at the days and times, and in such manner and form as herein before is limited and appointed for the payment thereof, according to the intent and meaning of these presents: And that he the said C. D. his executors, administrators or assigns, shall and will on or before the — day of —, at his or their own proper costs and charges in all things, make, erect, set up and finish, or cause or procure to be made, set up and finished upon the said piece or parcel of ground herein before mentioned and demised, one good and substantial house of brick, of three stories high, besides the garrets, the lower story whereof, to be ten feet high at the least, the next story over that, to be likewise ten feet high at the least, the third story to be eight feet high at the least, and the garrets to be six feet high at the least: And shall and will make or cause to be made to every room thereof, (the garrets excepted) two handsome sash windows of good carpenter's or joiner's work, each of them six feet high and four feet broad at the least, and shall and will well and sufficiently sash and glaze the same with good crown glass, and shall and will ceil all the floors over head, with lime and hair without any loam, and make convenient dormer windows to all the garrets, and tile over all the said building with — tiles, and lay the tiles with lime and sand; and shall and will make convenient doors, with hooks, hinges, locks and keys to all the rooms of the said building, and floor with inch board all the floors, and nail them with ten-penny nails; and make convenient chimneys with brick, lime and sand, and free-stone hearths, and one convenient cellar throughout all the said building, to be paved with brick, and a vault of brick for a privy, such vault to be continued and carried up with a leaden pipe into the garret; and shall pave with stone the street on both sides the said building. And that he the said C. D. his executors, administrators or assigns, shall and will from time to time, and at all times during the said term of — years, well and sufficiently repair, uphold, support, maintain, sustain, amend and keep the said building and tenement so erected and finished, in, by and with all manner of needful and necessary reparations whatsoever: And the same being in and by all things so well and sufficiently repair-

ed, upheld and kept in good and sufficient repair, shall and will, at the end, or other sooner determination of the said term of &c. hereby granted, peaceably and quietly leave, surrender and yield up unto the said A. B. his heirs or assigns, (*or, executors &c. as before observed,*) together with all and every the doors, windows, window-shutters, locks, keys, bolts, staples, latches, hooks, hinges, wainscots, cisterns, pipes; pumps, conduits, dressers, tables, shelves, hearths, grates, stoves, chimneys, chimney-pieces, sashes and glasses, of and belonging to the same. And the said C. D. doth hereby further covenant, grant and agree, that neither he the said C. D. his executors or administrators, nor any other person or persons, on his or their account, shall or will, at any time during the said term hereby granted, sell or retail, any beer, ale, or other liquors whatsoever, nor keep any victualing or other such public house of entertainment, within the said building or tenement, so to be erected as aforesaid, nor use, permit or suffer the trade of a tallow chandler, or other such like offensive trade to be carried on therein, without the licence of the said A. B. his heirs or assigns, (*or executors, &c. as above*) first had and obtained in writing. Provided also, and it is further covenanted and agreed, by and between the said parties to these presents, that if the said C. D. his &c. do not before the — day of —, aforesaid, at his and their own costs and charges, make, erect, set up and finish the said house, building or tenement, in all things as the said C. D. hath before covenanted and agreed to do; that then and from thenceforth, this present lease or demise, and every thing therein contained shall cease, be void and of no effect; and the estate hereby granted to the said C. D. his executors, administrators and assigns, shall cease and determine to all intents, constructions and purposes, whatsoever; any thing herein contained to the contrary thereof, in any wise notwithstanding. And the said A. B. doth for himself, his heirs, executors and administrators, covenant, grant and agree, to and with the said C. D. his executors, administrators and assigns, that he the said C. D. his executors, administrators and assigns, paying the rent, and performing all and singular the covenants and agreements before, in and by these presents comprised, reserved and contained, on his or their part and behalf, to be paid, done, performed and kept, shall and lawfully may peaceably and quietly have, hold, occupy, possess and enjoy the said piece or parcel of ground herein before granted and demised, together with the said house, building or tenement, to be thereon erected and built as aforesaid, with the appurtenances, for and during the said term of &c. herein before granted, without the lawful let, suit, trouble, molestation, eviction, expulsion or interruption, of or by him the said A. B. his heirs or assigns, (*or executors &c. as before*) or of or by any other person or persons, whomsoever, lawfully claiming or to claim, by, from or under him, them or any of them, or by or with their or any of their privy, assent, consent or pro-



curement. (*In case the lessor holds the premises on lease, then add the following clause, viz.:*) And that well and sufficiently saved harmless and kept indemnified, of and from the rent and covenants, reserved and contained in the original indenture of lease under which the said A. B. holds the said demised premises, for a longer term than is hereby letten. In witness &c.



### Lease of a house in — with furniture therein.

THIS indenture made &c. between A. B. of &c. of the one part, and C. D. of &c. of the other part, witnesseth, that the said A. B. for and in consideration of the rent, covenants and agreements, hereafter in and by these presents mentioned, reserved and contained, on the part and behalf of the said C. D. his executors, administrators and assigns, to be paid, observed, done and performed, hath granted, demised, leased, set and to farm letten, and by these presents doth lease, set and to farm let unto the said C. D. his executors, administrators and assigns, all that brick house, messuage or tenement, with all and singular its appurtenances, situate, standing and being in a certain street or place called or commonly known by the name of — in the town of &c. in the county of —, containing in depth on the north side — &c. (*here describe the bounds, according to measure thereof,*) buting east upon — street aforesaid, west upon a messuage or tenement, now or late in the tenure or occupation of —, north upon — and south upon —, together with all and singular the cellars, solars, chambers, rooms, garrets, lights, ways, paths, passages, water-courses, casements, profits, commodities and appurtenances, whatsoever to the said brick house, messuage or tenement and premises belonging or in any wise appertaining, and therewith heretofore held, used, occupied and enjoyed by —, late occupier thereof, (*if furniture be let with the house, then proceed thus, viz.*) together also with the goods, household stuff and furniture, mentioned in the schedule or inventory hereto annexed: To have and to hold the said brick house, messuage or tenement, and all and singular other the premises herein before granted and demised, or mentioned or intended so to be, with the appurtenances, unto the said C. D. his executors, administrators and assigns, from the — day of &c. next ensuing the day of the date of these presents, for and during, and until the full end and term of &c. from thence next ensuing and fully to be complete and ended: Yielding and paying therefor yearly and every year, during the said term, unto the said A. B. his executors, administrators or assigns, (*in case the lessor hath an inheritance in the premises, then instead of executors, &c. write his heirs or assigns*) the yearly rent of &c. of lawful money of —, at four several days of payment (that is



to say) by even and equal portions. The first payment thereof, to begin and to be made at or upon the — day of — next ensuing the date of these presents. The second payment to be made on the — day of —, the third payment to be made on the — day of —, and the fourth payment to be made on the — day of —, and on the same days every year during the term aforesaid. Provided always, and it is the true intent and meaning of these presents, and of the said parties hereunto, that if it shall happen that the said yearly rent of &c. hereby reserved, or any part thereof, to be behind and unpaid, by the space of &c. next over or after any of the said days, whereon the same ought to be paid as aforesaid (the same being first lawfully demanded) that then and from thenceforth, it shall and may be lawful to and for the said A. B. his &c. into and upon the said demised premises, and every, or any part or parcel thereof with their appurtenances, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy, as in his or their first or former estate or estates: And him the said C. D. his executors, administrators and assigns, and all and every other the occupier or occupiers of the said demised premises, from thence utterly to expel, remove and put out: any thing in these presents contained to the contrary thereof, in any wise notwithstanding. And the said C. D. &c. (*here insert a covenant for payment of rent, as in the preceding lease.*) And that the said C. D. his executors, administrators and assigns, shall and will from time to time, and at all times hereafter, during the said term of &c. herein before granted, at his and their own proper costs and charges, well and sufficiently repair, uphold, support, maintain, sustain, amend and keep the said demised premises, with their and every of their appurtenances, and also the glass windows, pavements, privies, sinks, gutters, &c. belonging to the same, in, by and with all manner of needful and necessary reparations and amendments whatsoever, when and as often as the same shall require (damages by fire not beginning in the premises, only excepted.) And the same premises, with all and singular their appurtenances, being in and by all things so well and sufficiently repaired, upheld, supported, sustained and kept (except as before excepted) at the end, expiration, or other sooner determination of the said term of &c. hereby granted, shall and will quietly and peaceably leave, surrender and yield up unto the said A. B. his &c. together with the said goods, household stuff and furniture, the use whereof is herein before granted as aforesaid, (*if any such there be.*) And also, all and every the doors, locks, keys, bolts, staples, latches, hooks, hinges, wainscots, cisterns, pipes, pumps, conduits, dressers, tables, shelves, hearths, grates, stoves, chimneys, chimney-pieces, sashes and glass, of and belonging to the same premises, particularly comprised, expressed and mentioned in the said schedule or inventory hereunto annexed in good and sufficient repair and condition, (reasonable use and wearing

thereof, and damage by fire as aforesaid, only excepted :) And that it shall and may be lawful to and for the said A. B. his &c. and all and every other person and persons having interest in the premises, with workmen and others in their, every or any of their company or companies, or without, twice, or oftener every year during the said term, at convenient times in the day time, to enter and come into and upon the said demised premises, and every part and parcel thereof, there to view, search and see the state and condition of the reparations of the said premises, and of all defects, decays and want of reparations then and there found, to give or leave notice in writing or otherwise, to and for the said C. D. his executors, administrators or assigns, for repairing and amending of the same within the space of ——— months, then next following : In which said space or time of &c. after every or any such notice or warning so left, as aforesaid, he the said C. D. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said A. B. his &c. well and sufficiently to repair and amend the decays, defects and want of reparations so to be found as aforesaid, (except as is before excepted.) And also, that he the said C. D. his executors, administrators and assigns, shall and will from time to time, and at all times hereafter, during the said term hereby granted, bear, pay and discharge all taxes, charges, impositions and parish duties, which shall be taxed, charged, imposed or assessed upon the said messuage or tenement or premises, or any part thereof (taxes only excepted.) And the said A. B. for himself &c. (*here insert a covenant for quiet enjoyment, as penned in the former lease.*)

In witness, &c.

The schedule or inventory to which the indenture of demise hereto annexed refers : First, In the parlor, one &c. &c. (*and so go on through all the rest of the premises.*)



### Lease of lands from two to one.

THIS indenture made &c. between A. B. of &c. and C. D. of &c. of the one part, and E. F. of &c. of the other part, witnesseth, that the said A. B. and C. D. for and in consideration of the rent, covenants and agreements herein after mentioned, reserved and contained, on the part and behalf of the said C. D. his executors, administrators and assigns, to be paid, done and performed, have and each of them hath granted, demised, leased and to farm letten, and by these presents do, and each of them doth grant, demise, lease and to farm let unto the said E. F. his executors, administrators and assigns, all that piece or parcel of arable land called &c. containing &c. and also four closes of

pasture ground, lying and being in &c. (*here particularly describe the premises*) with all and singular the appurtenances thereunto belonging, (except and always excepting out of this present demise or lease, all timber trees standing or growing, in or upon the said demised premises, or any part thereof, and also the ways through the same to the other lands, at present belonging or appertaining to the said A. B. and C. D. or either of them :) To have and to hold all and singular the said demised premises, with their and every of their appurtenances (except as is before excepted) unto the said E. F. his executors, administrators and assigns, from the ——— day of &c. for and during the term of one and twenty years from thence next ensuing, and fully to be complete and ended; yielding &c. (*Here insert the rent reserved and the days of payment, according to the method prescribed in the two former leases.*) Provided always, nevertheless, &c. (*Here insert as in the other leases, the proviso for re-entry on non-payment of rent, and likewise the covenant for payment.*) And also that he the said E. F. his executors &c. shall and will from time to time, and at all times during the said term hereby granted, at his and their own proper costs and charges, well and sufficiently repair, amend, fence and keep all the hedges, gates, posts, bars, rails, bridges, pounds and pales, of and belonging to the said demised premises, and scour and cleanse the ditches and water-courses appertaining to the same, and maintain and keep the quick frith and fences in a good and husband like manner: And the said premises hereby demised, with the said hedges, gates, posts, bars, rails, bridges, pounds and pales, sufficiently repaired and kept, ditches and water-courses cleansed and scoured, inclosures maintained, and quick frith preserved, at the end or other sooner determination of this present demise or lease, unto the said A. B. and C. D. or the one of them, their or the one of their heirs or assigns, (*if the lessor have only a temporary estate in the premises, then say, executors, &c. as directed in the first lease*) shall and will leave, surrender and yield up: And that the said E. F. his executors, administrators or assigns, shall not at any time or times during the said term, break up, plough, sow or convert into tillage, any of the lands hereby demised, or have at any time any corn or grain growing, standing or being on any part thereof, under the penalty of ——— lawful money of ——— yearly, for every acre so broken up, ploughed, sowed or converted into tillage, or having corn or grain growing, standing or being thereon, contrary to the true intent and meaning of these presents, over and above the yearly rent hereby reserved, as aforesaid; the said penalty of ——— pounds a year, to be paid, &c. next and immediately after such ploughing or sowing, or have corn or grain growing or being as aforesaid; and further, that he the said E. F. his executors, administrators or assigns, shall not, or will not carry off or from the said demised premises, or any part thereof, any hay, straw, grass, dung, soil or compost



there made, or thereon arising, during the said term; but the same shall fodder, spread, use and employ, on the said premises, or some part thereof, on pain of forfeiting twenty shillings of like lawful money for every load so carried off or from the said demised premises, as aforesaid: And that he the said E. F. his executors, administrators and assigns, shall and will permit and suffer the said A. B. and C. D. or the one of them, their or the one of their agents, heirs or assigns, (*or executors, &c. as before observed*) from time to time and at all times during the said term hereby granted, to enter upon and view the state and condition of the said demised premises. And the said A. B. and C. D. for themselves and either of them, their and either of their heirs, executors, administrators &c. (*here insert the covenant for quiet enjoyment, as in the preceding leases.*)

In witness, &c.



### A short form of a lease from one to one.

THIS indenture, made the — day of — &c. by and between A. B. of &c. on the one part, and C. D. of &c. on the other part, witnesseth, that the said A. B. for the consideration hereafter mentioned, hath demised, granted and to farm letten, and doth hereby demise, grant and to farm let, unto the said C. D. his heirs, executors, administrators and assigns, (*here describe the premises*) with all the privileges and appurtenances thereunto belonging. To have and to hold the said demised premises with their appurtenances, for and during the term of — years from the — day of —, fully to be complete and ended.

And the said C. D. for himself, his heirs, executors and administrators, doth covenant and agree to pay, &c. also &c. (*here insert the particulars of the agreement on the part of the lessee*)

And the parties aforesaid for themselves respectively, each with the other, and their respective heirs, executors and administrators, do further covenant and agree as follows, viz. that the said A. B. &c. And that the said C. D. shall &c. (*as their agreement may be.*)

In witness &c.



### A lease for ninety-nine years renewable forever.

THIS indenture, made this — day of —, in the year of our Lord one thousand —, between W. P. of — county and state of Maryland, —, of the one part, and P. K. of — county and state aforesaid, —, of the other part, witnesseth: that the said W. P. for and in consideration of the payment of the rent and performance of the covenants herein after mentioned on the



part of the said P. K. his executors, administrators and assigns, to be paid and performed, hath demised, granted and to farm letten, and by these presents doth demise, grant and to farm let, unto the said P. K. all that lot, piece or parcel of ground situate and being in the city of Baltimore, and described on the plot of the said city by number — and beginning for the said lot at &c. &c. together with the said streets, lanes and alleys, and all other advantages to the said lot, piece or parcel of ground belonging or in any wise appertaining : To have and to hold the said lot, piece or parcel of ground and premises, with the appurtenances, unto the said P. K. his executors, administrators and assigns, from the day next before the day of the date of these presents for and during and until the full end and term of ninety-nine years, from thence next ensuing, fully to be complete and ended, yielding and paying therefor, yearly and every year, during the said term to the said W. P. his heirs and assigns, the yearly rent or sum of — current money, clear of all deductions, discounts and defalcations for taxes, assessments, rates and all other public dues, impositions, burthens or charges, of every kind or nature whatsoever, civil or military, which may at any time hereafter be laid, levied, taxed, imposed or assessed, on the said lot, piece or parcel of ground and premises, or any part thereof, or on any building or buildings erected thereon, either by act of congress or act of the legislature of this state, or by any town, city or corporation act, or in any other manner whatsoever, in two half yearly equal payments in each and every year during the continuance of this present demise ; provided\* always, and on this condition, that if it shall happen that the said yearly rent (without any deduction or discount of any kind as aforesaid) shall be in arrear and unpaid in all or in any part, by the space of — days next after any of the days of payment thereof before mentioned, that then it shall and may be lawful to and for the said W. P. his heirs and assigns, and any of them, into the demised premises, or any part thereof in the name of the whole, to re-enter, and the same to have again, re-possess, occupy and enjoy, as in his former estate, and the said P. K. his executors, administrators and assigns, and all others the occupiers and possessors of the said demised premises, or any part thereof, thereout, and from thence utterly to expel, put out and amove, until all such arrearages of rent, with legal interest therefor, and all and every cost, charge and expence incurred by the said W. P. his heirs or assigns, by reason of the nonpayment of the said rent, shall be fully satisfied and paid, or to make distress therefor, at the option of the said W. P. his heirs or assigns : And also on this further proviso and condition, that if the said yearly rent without any discount or deduction of any kind as aforesaid, shall be in arrear and unpaid by the space of one year next after any of the days of payment thereof before mentioned, although no demand thereof should be made, that then it shall and may be lawful, to and for the said W. P. his

heirs and assigns, into the demised premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, re-possess, occupy and enjoy, as in his former estate, and the said P. K. his executors, administrators and assigns, and all other occupiers and possessors of the said demised premises, or any part thereof, thereout and therefrom thence utterly to expel, put out and remove, that then in such case this deed, and every clause, matter and thing therein contained, shall from thenceforth be utterly void and of none effect in law and equity, to every intent and purpose whatsoever, and the said P. K. for himself, his executors, administrators and assigns, doth hereby covenant and grant to and with the said W. P. his heirs and assigns, in manner and form following; that is to say, that he the said P. K. his executors, administrators or assigns, shall within the term of three years from the date hereof, erect and build good and substantial improvements of brick or stone on the said demised premises, of the yearly value of the ground rent reserved as aforesaid, and if the said improvements shall not be erected and built within the said term, that then the said P. K. his executors, administrators and assigns, will pay to the said W. P. his heirs and assigns, the annual sum of *one hundred dollars*, exclusive of, and in addition to the rent reserved as aforesaid, which said additional sum shall be regularly and duly paid every year, until the said improvements shall be erected and built, but then to cease and not before: And also that the said P. K. his executors, administrators or assigns, will well and truly pay to the said W. P. his heirs or assigns, during the said term hereby demised, the yearly rent above reserved, without any deduction or discount of any kind whatsoever as aforesaid, at the days and times above limited for the payment of the same, according to the purport and true intent and meaning of these presents; And further, that the said P. K. his executors, administrators and assigns, shall and will at all times hereafter, during the said term hereby demised, bear, pay and discharge, all taxes, assessments, rates, and all other public dues, impositions, burthens or charges, of every kind or nature whatsoever, civil or military, which shall or may at any time hereafter be taxed, assessed, levied or imposed, on the said two pieces or parcels of ground and premises above demised, or any part thereof, or on any building or buildings erected thereon, either by act of congress or act of the legislature of this state, or by any town, city or corporation act, or in any other manner whatsoever; provided always, that the said lessee, his executors, administrators or assigns, may retain from the said annual rent, eight dollars, as the proportion of the assessment or tax on the interest of the lessor in the premises: And the said W. P. for himself, his heirs and assigns, doth covenant and grant to and with the said P. K. his executors, administrators and assigns, that he and they respectively, on the payment of the rent, and performance of the covenants herein before mentioned and reserved, on

his and their part respectively to be paid and performed, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy, the above demised premises, with their appurtenances, for and during the aforesaid term of ninety-nine years, without any let, trouble or interruption, of him the said W. P. his heirs or assigns, or any other person claiming under him or them; and also that the said W. P. his heirs and assigns, at any time or times hereafter, during the continuance of this present demise, on the request, and at the cost and charge of the said P. K. his executors, administrators or assigns, and on his or their payment, or tendering in payment, to the said W. P. his heirs or assigns, the sum of — current money as aforesaid, shall and will make and execute, or cause to be made and executed, a new lease of the above demised premises for other ninety-nine years, to commence and take effect from and at the end of the term for which the same is above demised, subject to the same rent, and under the like covenants as are herein before mentioned, so that this present demise may be renewable and renewed forever. In witness whereof, &c.



### Lease from a person authorised by letter of attorney.

THIS indenture made &c. between A. B. of &c. and C. D. of &c. of the one part, (*A. B. is the proprietor of the land, and C. D. is the attorney appointed,*) and E. F. of the other part. Whereas the said A. B. by a certain writing or letter of attorney under his hand and seal, duly executed, dated the — day of —, amongst other things therein contained, did authorise the said C. D. in the name of him the said A. B. and on his behalf, to execute leases of such part of his lands, tenements and hereditaments in — as by the said C. D. shall be thought fit to be leased: Now this indenture witnesseth; that for and in consideration of the rent, covenants and agreements herein after mentioned, reserved and contained, on the part and behalf of the said E. F. to be paid, done and performed, he the said A. B. by his said attorney C. D. hath granted, demised, &c. (*here go on as in the precedents before laid down for other leases, until the lessor comes to covenant, and then begin thus.*) And the said A. B. by his said attorney for himself, &c. (*here insert a covenant for quiet enjoyment.*) In witness, &c.



### Lease of a house for a term of years.

THIS indenture made &c. between A. B. of &c. of one part, and C. D. of &c. of the other part, witnesseth that the said A. B.



for and in consideration of the yearly rent and covenants herein after reserved and contained, on the part and behalf of the said C. D. his executors, administrators and assigns to be paid, observed and performed, hath demised, granted and to farm letten, and by these presents doth demise, &c. unto the said C. D. all that messuage or tenement, called &c. now in the possession of &c. with all and singular ways, waters, lights, casements and appurtenances, to the said messuage or tenement belonging, or in any ways appertaining: To have and to hold the said messuage or tenement and premises above mentioned, with the appurtenances unto the said C. D. his executors, administrators and assigns, from &c. next, for and during the term of seven years thence next ensuing, and fully to be complete and ended; yielding and paying therefor yearly during the said term, unto the said A. B. his heirs and assigns, the yearly rent of ——— &c. in and by even and equal portions on the &c. And if it shall happen the said yearly rent above reserved, or any part thereof, to be behind and unpaid in part or in all, by the space of twenty-one days next after any or either of the said days appointed for payment thereof: Then and from thenceforth, it shall and may be lawful to and for the said A. B. his heirs and assigns, into the said premises to re-enter, and the same to have again, repossess and enjoy, as in his and their first and former estate, right and title: any thing herein contained to the contrary thereof in any wise notwithstanding. And the said C. D. for himself, his executors, administrators and assigns, doth covenant and grant to and with the said A. B. his heirs and assigns, that he the said C. D. his executors, administrators and assigns, shall and will well and truly pay or cause to be paid unto the said A. B. his heirs or assigns, the said yearly rent above reserved, at the days and times and in manner and form above expressed, clear of and over and above all taxes, rates and payments whatsoever, (except &c.) And also, that he the said C. D. his executors, administrators and assigns, shall and will from time to time, and at all times during the said term hereby granted, well and sufficiently repair, maintain, sustain, uphold, amend and keep the said demised premises, and every part thereof with the appurtenances, in, by and with all and all manner of needful and necessary reparations whatsoever, when and as often as need shall require: And the same so well and sufficiently repaired, maintained, sustained, upheld and kept at the end of the said term, unto the said A. B. his heirs and assigns shall and will peaceably and quietly leave and yield up, in as good condition as they are now in (reasonable usage, and as the casualty of fire in the mean time excepted.) And the said A. B. for himself, his heirs and assigns, doth covenant and grant to and with the said C. D. his executors, administrators and assigns, that he the said C. D. his executors, administrators and assigns, shall and may, by and under the yearly rent and covenants herein before reserved and contained, peaceably and



quietly have, hold, occupy, possess and enjoy all and singular the said messuage or tenement and premises above mentioned, with the appurtenances, for and during the said term hereby granted, without the let, trouble, hindrance, molestation, interruption and denial of him the said A. B. his heirs and assigns, or of any other person or persons claiming or to claim, by, from or under him.

In witness, &c.



### A letter of licence to a debtor.

TO all to whom these presents shall come, we E. F. of &c. G. H. of &c. (*here name the several other creditors*) whose names are under written, and seals affixed, creditors of A. B. now or late of ——— send greeting: Whereas the said A. B. on the day of the date hereof is indebted unto us, the said creditors, in divers sums of money, which by reason of great losses and misfortunes, he is not at present able to pay and satisfy, without respite of time to be given him for that purpose; Know ye therefore that we, the said creditors, and every of us, do by these presents severally give and grant unto the said A. B. free licence, liberty and leave, and our sure and safe conduct, to come, go and resort unto us, and every of us, his said creditors, to compound and take order with us, and every one of us, for our and every of our said debts, and also go about his other business and affairs, as his free will and pleasure from the day of the date hereof unto the full end and term of ——— next ensuing, without any let, suit, trouble, arrest, attachment or other disturbance whatsoever, to be offered or done unto him the said A. B. his lands, tenements, goods or chattels whatsoever, by us or any of us, or by the executors, administrators, partners, or assigns of us or any of us, or by our or any of our means or procurement: And we the said creditors, severally and respectively, each for himself, his executors and administrators, doth severally and apart, and not jointly covenant, grant and agree, to and with the said A. B. his executors and administrators, and every of them, by these presents, that if any trouble, vexation, wrong, damage or hindrance, shall be done unto him the said A. B. either in his body, lands or chattels, within the said term of ——— from the date of these presents, by us, or any of us, contrary to the tenor and effect of this our licence, that then he the said A. B. his executors and administrators, shall be acquitted and discharged towards and against him and them, of us, his and their executors, administrators, partners and assigns, and every of them, by whom and by whose means he shall be vexed, arrested, troubled, imprisoned, attached, grieved or damnified, of all manner of actions, suits, quarrels, debts, dues and demands, either in law or equity whatsoever, from the beginning of the world to the day of the date of these presents: Provided always

nevertheless, and it is the true intent and meaning of these presents, and of the said parties hereunto, that if all the said parties shall not subscribe and seal these presents, then and in such case the liberty and licence hereby given and granted, and every clause, covenant, matter and thing, therein contained, shall cease and be utterly void, to all intents and purposes, any thing therein before contained to the contrary thereof, in any wise notwithstanding.

In witness, &c.



### A deed of composition with creditors.

TO all to whom these presents shall come, we whose names are hereunder written, and seals affixed, creditors of A. B. of ——— send greeting. Whereas the said A. B. doth justly owe and is indebted unto us his said several creditors, in divers sums of money, but by reason of many losses, great hindrance, and other damages happened unto the said A. B. he is become utterly unable to pay and satisfy us our full debt, with such lands and tenements, goods and chattels, which he hath, which we the said creditors are unwilling to accept of, or otherwise to intermeddle with the same, and therefore we the said creditors have resolved and agreed to undergo a certain loss, and to accept of *fifty cents* for every *dollar* owing by the said A. B. to us, the several and respective creditors aforesaid, to be paid in full satisfaction and discharge of our several and respective debts: Know ye, that we the said creditors of the said A. B. do for ourselves severally and respectively, and for our several and respective heirs, executors and administrators, covenant, promise, compound and agree, to and with the said A. B. his heirs, executors and administrators, and every of them by these presents, that we the said several and respective creditors, our several and respective heirs, executors, administrators and assigns, shall and will accept, receive and take of and from the said A. B. his heirs, executors and administrators, for each and every *dollar* that the said A. B. doth owe and is indebted to us the said several and respective creditors, the sum of *fifty cents* in full discharge and satisfaction of the several debts and sums of money that the said A. B. doth owe and stand indebted unto us the said creditors, respectively, so that the said sum of *fifty cents* to be paid for each and every *dollar* that the said A. B. doth owe and standeth indebted unto us, the said several and respective creditors, our several and respective executors, administrators or assigns, within the time or space of *six months* next after the date of these presents; And we the said several and respective creditors do, severally and respectively, for ourselves, our several and respective heirs, executors, administrators and assigns, covenant, grant, promise and agree, to and with the said A. B. his heirs, executors and administrators, that he the said A. B. his

heirs, executors, and administrators, shall and may, from time to time and at all times within the said term or space of *six months* next ensuing the date hereof, assign, sell or otherwise dispose of his said goods and chattels, lands and tenements, at his and their own free will and pleasure, for and towards the payment and satisfaction of the said *fifty cents* for every *dollar* the said A. B. doth owe and is indebted as aforesaid unto us, the said respective creditors; and that neither we, the said several and respective creditors, or any of us, nor the executors, administrators or assigns of us, or any of us, shall or will, at any time or times hereafter, sue, arrest, molest, trouble, imprison, attack or condemn the said A. B. his heirs, executors or administrators, or his or their goods or chattels, lands and tenements, for any debt or other thing now due, and owing to us, or any of us, his respective creditors aforesaid, so as the said A. B. his heirs, executors or administrators, do well and truly pay or cause to be paid unto us his said several and respective creditors, the said sum of *fifty cents* for every *dollar* he doth owe, and standeth indebted unto us respectively, within the said time or space of *six months* next ensuing the date hereof.

In witness, &c.



Another.—To accept five shillings in the pound, and to execute a general release.

TO all &c. A. of &c. C. D. E. F. G. and H. &c. creditors of I. K. send greeting. Whereas the said I. K. is indebted to us his said creditors in several sums of money, which he is not able to pay: And whereas S. K. of &c. brother of the said I. K. hath offered to pay to each of us the creditors of his said brother, five shillings for every twenty shillings of the principal debts to each of us owing from his said brother, provided we accept the same in full of our said debts, and discharge his said brother therefrom. Now therefore know ye, that we the said creditors, considering the losses of the said I. K. that he is not able to pay us our full debts, do therefore each of us, by and for himself, his executors and administrators, severally, and not jointly, nor one for the other, covenant and agree, to and with the said I. K. his executors and administrators, that if the said S. K. his executors or administrators, or if the said I. K. or any of them do and shall, on or before the — day of — now next ensuing, pay or cause to be paid unto each of us the said creditors, our executors or administrators, the sum of five shillings for every twenty shillings of the principal debts owing to us severally, from the said I. K. We the said creditors respectively, shall and will accept and receive the same in full payment and satisfaction of our said several debts owing to us from the said I. K. at the sealing hereof, and all actions, suits, claims and demands concerning the same, and will then and there-



upon seal, execute and deliver unto or to the use of the said I. K. his executors and administrators, a sufficient release and discharge of all actions, suits, debts, dues, bills, specialties, accounts, sums of money, judgments, executions, claims and demands, whatsoever, both in law and equity, from the beginning of the world to the day of the date of these presents: Provided, that if all of us the said creditors shall not seal and execute these presents, on or before the — day of — now next ensuing, or if the said five shillings for every twenty shillings shall not be duly paid to us at the time aforesaid, according to the true intent and meaning hereof: In either of the said cases these presents shall be void and of no effect. In witness &c.



### A mortgage in fee for securing a debt on bond.

THIS indenture, made &c. between A. B. of &c. of the one part, and C. D. of &c. of the other part, whereas the said A. B. by his bond or obligation duly executed, bearing date the — day of — in the year of our Lord — &c. stands bound unto the said C. D. his executors, administrators and assigns, in the sum of — current money, with a condition thereunder written for the payment of the sum of — current money, with legal interest for the same, on or before the — day of — next ensuing the date of these presents, as by the said bond and condition may more fully appear.

Now this indenture witnesseth, that the said A. B. in consideration of the said debt or sum of — owing to the said C. D. as aforesaid, and for the better securing the payment thereof, with interest to the said C. D. his executors, administrators or assigns, according to the condition of the said bond, and also in consideration of the further sum of *one dollar* current money of the United States, to him the said A. B. by the said C. D. in hand well and truly paid at or before the sealing and delivery of these presents, the receipt whereof the said A. B. doth hereby acknowledge, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm, unto the said C. D. and to his heirs and assigns, all that tract of land, situate, lying and being in the county of — &c. (*here describe the premises.*) To have and to hold the said tract of land, and every part and parcel thereof, with the appurtenances thereunto belonging, unto the said C. D. his heirs and assigns, to the only proper use and behoof of the said C. D. his heirs and assigns forever, and to and for no other use, intent or purpose whatsoever: Provided always, and it is the true intent and meaning of these presents, and of the said parties hereunto, that if the said A. B. his heirs, executors or administrators, do and shall well and truly pay, or



cause to be paid, unto the said C. D. his executors, administrators or assigns, the said full sum of — current money, with legal interest for the same, on or before the — next ensuing the day of the date of these presents, according to the condition of the above in part recited bond or obligation, without any deduction or abatement whatsoever, then and from thenceforth these presents, and every matter and thing therein contained, shall cease and be utterly null and void, any thing herein contained to the contrary thereof, in any wise notwithstanding: And the said A. B. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said C. D. his executors, administrators and assigns, in manner and form following: (that is to say,) that he the said A. B. his heirs, executors or administrators, or some of them, shall and will well and truly pay, or cause to be paid unto the said C. D. his executors, administrators or assigns, the said sum of — with legal interest as aforesaid, on the day herein before limited for payment thereof, without any deduction or abatement whatsoever as aforesaid, and that the said granted and released premises now are, and at all times from and after default shall happen to be made of or in payment of the said sum of —, and interest as aforesaid, or any part thereof, shall forever be, remain and continue, free and clear, and freely and clearly, acquitted and discharged, of and from all manner of former and other gifts, grants, bargains, sales, mortgages, judgments, charges or incumbrances whatsoever, heretofore made, committed, done or suffered, by him the said A. B. and that the said C. D. his heirs and assigns, shall and may, from time to time, and at all times after any such default shall happen to be made in payment of the said sum of — and interest as aforesaid, or any part thereof, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said premises, with the appurtenances, and every part and parcel thereof, without the let, hindrance, molestation, interruption or disturbance, of him the said A. B. his heirs or assigns, or of any other person or persons, lawfully claiming or to claim, by, from or under him, them or any of them; And further, that he the said A. B. his heirs and assigns, and all and every other person and persons, having or lawfully claiming any estate, right, title or interest, of or in the said hereby granted and released premises, or any part thereof, shall and will, at any time or times after such default made in payment as aforesaid, make and execute, do and suffer, all such further and other acts, matters, things, devices and assurances, in the law whatsoever, for the further and better conveying and assuring of all and singular the premises, with the appurtenances, as hereby granted unto him the said C. D. his heirs and assigns, to the only proper use and behoof of the said C. D. his heirs and assigns, forever, absolutely freed and discharged of and from the proviso or condition herein before contained, and of and from all equity of

redemption, by virtue or colour thereof, according to the true intent and meaning of these presents, as by the said C. D. his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised or required; And lastly, it is covenanted and agreed upon, by and between both the said parties to these presents, and it is hereby declared to be the true intent and meaning hereof, and of the parties hereunto, that until default shall be made in payment of the said sum of — and legal interest for the same, as aforesaid, according to the time above limited for the payment thereof, it shall and may be lawful to and for the said A. B. his heirs and assigns, peaceably and quietly to have, hold, occupy, possess and enjoy, all and singular the said premises above granted and released, and every part thereof, with the appurtenances, and to have, receive and take the rents, issues and profits thereof, to his and their own particular use and benefit, any thing herein contained to the contrary thereof, in any wise, notwithstanding. In witness, &c.



### A mortgage of goods and chattels.

THIS indenture made &c. between H. I. of &c. of the one part, and K. L. of &c. of the other part: Whereas the said H. I. owes and stands justly indebted to the said K. L. in the sum of — current money, and, to secure the payment thereof, is willing to execute these presents. Now this indenture witnesseth, that the said H. I. for and in consideration of the premises, and for and in consideration of the sum of *one dollar* current money, to him in hand paid by the said K. L. at or before the sealing and delivery of these presents, the receipt whereof the said H. I. doth hereby acknowledge, and thereof and therefrom doth acquit, release, exonerate and forever discharge the said K. L. his heirs, executors and administrators, and every of them, by these presents hath granted, bargained and sold, and by these presents doth grant, bargain and sell, unto the said K. L. his executors, administrators and assigns, all and singular the goods, furniture and household stuff, herein after particularly mentioned and expressed; (that is to say,) — (*here insert fully an account of all the goods mortgaged.*) To have and to hold all and singular the said *goods &c.* herein before granted, bargained and sold, or mentioned or intended so to be, unto the said K. L. his executors, administrators and assigns, to the only proper use and behoof of the said K. L. his executors, administrators and assigns forever: Provided always, and these presents are upon this condition, that if the said H. I. his executors or administrators, shall and do, well and truly pay, or cause to be paid unto the said K. L. his executors, administrators or assigns, the full sum of — current money, with legal interest for the same, on or before

the — day of —, in the year —, then and in such case these presents, and every matter and thing herein contained, shall cease, determine and be utterly void, to all intents and purposes, any thing herein contained to the contrary thereof, in any wise, notwithstanding: And the said H. I. for himself, &c. (*here insert a covenant for payment of the money due;*) And the said H. I. for himself, his executors and administrators, all and singular the said goods &c. by these presents granted, bargained and sold, and every part thereof, unto the said K. L. his executors, administrators and assigns, against him the said H. I. his executors and administrators, and against all and every other person and persons whatsoever, shall and will warrant and forever defend by these presents: \* And the said K. L. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said H. I. his executors and administrators, that he the said K. L. his executors, administrators or assigns, shall and will immediately, upon the receipt of the said sum of —, and interest as aforesaid, at the day and time above limited for payment thereof, deliver or cause to be delivered, unto the said K. L. his executors, administrators or assigns, all and singular the goods &c. above granted, and which are now, and at the time of the execution of these presents, received by the said K. L. of and from the said H. I. in as good case, plight and condition, as the same and every of them now are at this present time. In witness &c.

NOTE....If the property remains in the hands or possession of the mortgagor, the mortgage must be acknowledged before a justice of the peace, and recorded in the records of the county court, within twenty days from the execution thereof. 1729, ch. 8, sec. 5, 6.



### A mortgage of a messuage, &c. for a term of years.

THIS indenture, made the — day of — &c. between A. B. of &c. of the one part, and C. D. of &c. of the other part, witnesseth, that the said A. B. for and in consideration of the sum of — of lawful money of — to him in hand paid by the said C. D. at or before the sealing or delivery of these presents, the receipt whereof he the said A. B. doth hereby acknowledge, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said C. D. his executors, administrators and assigns, all that messuage, &c. (*here describe the premises after the manner before described in leases*) and also the reversion and reversions, remainder and remainders, rents, issues and profits

\* This covenant is not to be inserted if the property is left in the possession of the mortgagor.

of all and singular the said premises and of every part and parcel thereof, with the appurtenances: To have and to hold the said messuage &c. and premises above mentioned, and every part and parcel thereof, with the appurtenances, unto the said C. D. his executors, administrators and assigns, from the day before the date of these presents, for and during, and unto the full end and term of ——— years from thence next ensuing and fully to be complete and ended; Yielding and paying therefor yearly and every year during the said term, at or upon the ——— day of ——— the sum of ——— if demanded: Provided, and these presents are upon this condition, and it is the true intent and meaning hereof, and of the said parties hereunto, that if the said A. B. his heirs or assigns, do and shall well and truly pay or cause to be paid, unto the said C. D. his executors, administrators or assigns, the full sum of ——— of lawful money of ——— with legal interest for the same, on or before the ——— day of ——— next ensuing the day of the date hereof, without any deduction, defalcation or abatement whatsoever, for or by reason of any taxes, assessments or impositions whatsoever, either ordinary or extraordinary, already imposed or hereafter to be imposed on the said premises, or any part thereof, that then and from thenceforth these presents, and every matter and thing herein contained, shall cease, determine and be utterly null and void to all intents and purposes; any thing herein contained to the contrary thereof in any wise, notwithstanding. And the said A. B. for himself, his heirs, executors and administrators doth covenant, promise, grant and agree, to and with the said C. D. his executors, administrators and assigns, that he the said A. B. his heirs, executors or administrators, shall and will well and truly pay or cause to be paid unto the said C. D. his executors, administrators or assigns the said sum of &c. with legal interest for the same, on or before the said ——— day of ——— next, without any deduction, as aforesaid, according to the true intent and meaning of these presents: And also, that he the said C. D. his executors, administrators and assigns, shall and may at all times after default shall be made in payment of the said sum of ——— &c. and interest, or any part thereof, at the time herein before limited for payment thereof, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said messuage, &c. and other the premises, above granted, bargained and sold, or mentioned or intended so to be, with the appurtenances as aforesaid, for and during all the rest, residue and remainder of the said term of ——— years, which shall be then to come and unexpired, without the let, suit, hindrance, molestation, interruption or eviction of him the said A. B. his heirs and assigns, or of any other person or persons whatsoever, lawfully claiming or to claim by, from or under him, them or any of them; And further, that he the said A. B. and his heirs, and all and every other person or persons having or lawfully claiming any right, title or interest,



in or to the said premises, or any part or parcel thereof, by, from or under him or them, shall and will after default shall be made in payment of the said sum &c. and interest or any part thereof, as aforesaid, make, do and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable act and acts, thing and things, assurance and assurances, device and devices in the law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said premises, with the appurtenances above bargained and sold, or mentioned or intended so to be, unto the said C. D. his executors, administrators and assigns, for and during all the rest, residue and remainder of the said term of — years above granted, as by the said C. D. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required. And lastly, it is covenanted, granted, concluded and agreed upon, by and between the said parties to these presents, and the true intent and meaning hereof is, and it is hereby declared so to be, that until default shall be made in payment of the said sum of — and interest, or any part thereof, as aforesaid, it shall and may be lawful to and for the said A. B. his heirs and assigns, to have, hold and enjoy all and singular the said premises, with the appurtenances above bargained and sold, in manner aforesaid, and receive and take the rents, issues and profits thereof, to his and their own proper use and benefit; any thing herein contained to the contrary thereof in any wise, notwithstanding. In witness, &c.

NOTE.—It is proper to indorse on the back of the above deed a receipt for the money lent.



## Petition to the county court for a commission to mark and bound land.

*To the honorable the justices of — county court.*

THE petition of A. B. of — &c. respectfully represents, that he is seized in fee of a tract or parcel of land, lying and being in — county aforesaid, called and known by the name of — the bounds whereof are lost, or in a precarious situation; he therefore prays your honors to grant him a commission, agreeably to the act\* of Assembly in such case made and provided, for marking and bounding the said tract of land. And your petitioner will &c.

## Petition to the county court for the benefit of an act of insolvency.

*To the honorable the justices of ——— county court.*

THE petition of A. B. of &c. respectfully sheweth, that your petitioner, at the last session of the General Assembly of Maryland, obtained an act of insolvency in his favor, (*or was included in an act for the relief of &c.*) and that he is willing and desirous to deliver up for the use and benefit of his creditors, all his property real, personal and mixed, on the terms prescribed by the said act; that your petitioner has hereunto annexed a schedule of all his property on oath, and also a list of his creditors, as far as he can at present recollect or ascertain. Your petitioner therefore prays, that your honors will be pleased to direct that notice may be given to his creditors, and that a trustee may be appointed, to whom he shall make a deed of his property for the benefit of his creditors. And your petitioner will &c.



## Petition to the county court under the act to direct descents in order to obtain a division of an intestate's estate.

See the act of 1786, ch. 45, sec. 8.

*To the honorable the justices of ——— county court.*

THE petition of I. F. and E. his wife, of ——— respectfully represents, that M. O. late father of your petitioner E. died intestate on or about the ——— day of ———, seized of a very considerable real estate consisting for the most part of valuable lands within the county of ———. That the said intestate left a widow E. O. and *eight* children, to wit: two sons M. and H. and six daughters, to wit: M. (E. your petitioner, who has since intermarried with the said I. F.) C, S, E, and M. That three of those daughters are infants under age, to wit: S, E, and M, to whom guardians have been appointed by the court,\* who together with the said E. became entitled as children of, and heirs at law to the aforesaid M. O. Your petitioners therefore pray, that your honors will order and direct a commission to issue, in order to effect a division of the said estate amongst the heirs and representatives of the said M. O. according to the directions of an act of Assembly, entitled "An act to direct descents." And your petitioners as in duty bound will pray, &c.

\* If guardians are not already appointed, enter a prayer in the petition to have them appointed.

Probat to a short copy of a judgment or decree against a deceased person, for the purpose of its being passed by the orphans' court....November session 1798, ch. 101, title, rules for authenticating or proving claims against a deceased person, ch. 9, sec. 1.

(The short copy must be *under seal*, with a certificate by the clerk &c. "That there is no entry or proceeding in the court to shew the said judgment (*or decree*) hath been satisfied.")

————— County, sc.

BE it remembered, that on this — day of —, in the year —, personally appears P. P. before me the subscriber one of the justices of the peace of the state of Maryland, for — county aforesaid, and makes oath on the holy evangely of almighty God, that he (*or she*) hath not received any part of the sum for which the above (*or within*) judgment (*or decree*) was passed, except the sum of — as is credited. (*If the judgment be assigned, then the assignee shall take the above oath, with the following in addition thereto :*) And that to the best of his or her knowledge or belief, no other person hath received any parcel of the said sum, except the sum of — as is credited.

NOTE....The assignment or assignments must be produced. If the payment was made by a special bail, and the plaintiff hath not assigned the same to the bail, then the plaintiff's receipt shall be sufficient.



Probat to an original bond, note, &c. of a deceased person.

————— County, sc.

BE it remembered, that on this — day of —, in the year — personally appears A. B. before me the subscriber, one of the justices of the peace of the state of Maryland, for — county aforesaid, and makes oath on the holy evangely of almighty God, that no part of the money intended to be secured by the within (*or annexed*) bond (*or note, &c.*) hath been received, or any security or satisfaction given for the same, *except what is credited.* (*If the bond, note, &c. be assigned, there must be the same oath of the assignor with respect to the time of the assignment. In case of a bill of*

*exchange, the protest and other things, which would be required, (if the deceased were alive,) will be necessary to justify a payment by executor or administrator.)*



Probat for rent in arrear against a deceased person, to be endorsed on the original lease....If no lease, there must be the deposition of a credible witness, or an acknowledgment in writing, establishing the contract....There must also be a statement of the sum due for the rent.

\_\_\_\_\_ County, sc.

BE it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, personally appears A. B. before me the subscriber, a justice of the peace of the state of Maryland, for \_\_\_\_\_ county aforesaid, and makes oath on the holy evangely of almighty God, that no part of the sum due for the said rent, or any security or satisfaction for the same, hath been received, *except what is credited. (If the lease be assigned, there must be the same oath of the lessor with respect to the time of assignment,)* that no part of the sum due for the said rent, or any security or satisfaction for the same, hath been received since the assignment from the said \_\_\_\_\_ to said \_\_\_\_\_, *except what is credited.*



Probat to an open account against a deceased person.

\_\_\_\_\_ County, sc.

BE it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year &c. personally appears A. B. before me the subscriber, one of the justices of the peace of the State of Maryland, for \_\_\_\_\_ county aforesaid, and makes oath on the holy evangely of almighty God, that the above, (*within or foregoing*) account, as stated, is just and true, and that *he* hath not received any part of the money stated to be due, or any security or satisfaction for the same, except what is credited.

NOTE....The account shall moreover appear to have been proved as required by the act of November 1785, ch. 46.



Probat on bond, note, &c. or on account of a deceased person, for dealings with a factor, where the principal resides out of the state; the said probat to be upon a statement of the money due thereon.

————— County, sc.

BE it remembered, that on this ——— day of ———, in the year &c. personally appears A. B. before me the subscriber, one of the justices of the peace of the State of Maryland, for ——— county aforesaid, and makes oath on the holy evangely of almighty God, that the annexed statement is full, just and true, and that he this deponent took the said bond (*or note &c.*)—(*or delivered the articles charged in the said account,*) as factor to C. D. living in, (or lately of,) ———; that neither he this deponent, nor the said C. D. nor any other person for him, or the said C. D. to his knowledge or belief, hath received any part of the money originally due on the said bond, (*or note, bill or account*) or any security or satisfaction for the same, *except what is credited.* (If the factor be dead, or out of the state, and the principal be also out of the state, and the claim be on account, which has been regularly proved according to the act of 1785, ch. 46, any other factor may, instead of the above oath, take the following:) That the annexed (*or within*) bond, (*note, &c.*) came to his hands as factor for C. D. residing in &c. after the death (*or removal*) of A. B. the factor who took the said bond (*or note, &c.*)—(*or, who delivered the articles charged in the said account;*) that he hath reason to believe, and does believe that the said statement is full, just and true, and that no part of the money originally due, on the said bond, (*or note, &c.*) or any security or satisfaction for the same, hath been received, except what is credited.



Probat to an open account against a deceased person, to be made by an executor or administrator, in addition to other proofs.

————— County, sc.

BE it remembered, that on this ——— day of ———, in the year &c. personally appears A. B. before me the subscriber, a justice of the peace of the State of Maryland, for ——— county aforesaid, and makes oath on the holy evangely of almighty God, that it does not appear from any book or writing of his (*or her*) testator, (*or intestate*) that any part of the within (*or annexed*) claim hath been discharged, *except what is credited*, and that, to the best of this

deponent's knowledge and belief, no part of the said claim hath been discharged, and no security or satisfaction hath been given for the same, *except what is credited.*



### Probat to an open account.

\_\_\_\_\_ County, sc.

BE it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year &c. personally appears A. B. before me the subscriber, a justice of the peace of the state of Maryland, for \_\_\_\_\_ county aforesaid, and makes oath on the holy evangely of almighty God, that the above account is just and true as it stands stated, and that he hath not, directly or indiretly, to his knowledge, received any part or parcel thereof, or any security or satisfaction for the same, *more than credit given.*

Sworn before, I. S.



### Probat to a book of accounts.

\_\_\_\_\_ County, sc.

BE it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year &c. personally appears A. B. before the subscriber, a justice of the peace of the state of Maryland, for \_\_\_\_\_ county aforesaid, and makes oath on the holy evangely of almighty God, that the several accounts in this book, from folio one to folio \_\_\_\_\_, inclusive, beginning with the date of \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, and ending this day, are just and true as they stand stated, and that he hath not, nor any person for him, received any part, parcel, security or other satisfaction for the same, more than the several and respective credits therein given, to the best of his knowledge and belief.



### Probat to a book of accounts made by merchant and store-keeper.

*After the preceeding add.*—And now also personally appears E. F. clerk and store-keeper for the said A. B. and being sworn on the holy evangely of almighty God, deposes and says, that the goods, wares and merchandises, charged in the several accounts in this book, from folio one to folio \_\_\_\_\_, inclusive, beginning with the date of \_\_\_\_\_ day of \_\_\_\_\_, in the year &c. and ending this day, were sold and delivered as charged, and at the prices therein charged, and that the money therein respectively charged to be delivered and paid, was delivered and paid as charged, and that

he this deponent hath not, nor hath the said A. B. nor any person for him, received any part, parcel, security or other satisfaction, for the same, more than the several and respective credits therein given, to the best of his knowledge and belief.

Sworn before, I. P.



Probat to an open account, made by a disinterested, credible witness, proving payment of money, or delivery of goods, &c. in any state or foreign country.\*

BE it remembered, that on this —— day of &c. personally appears A. B. of &c. before me the subscriber &c. and makes oath &c. that he was present at —— and saw P. P. pay or deliver to D. D. the sum of money charged in the within account, (*or that the several goods, wares, merchandises, (chattels or effects) charged in the within account, were delivered as charged, and that the money therein charged to be delivered and paid, was delivered and paid as charged,*) to the best of his knowledge and belief.

Sworn before, I. P.

NOTE....*The plaintiff at or before the first imparlance court, shall make oath before some judge or justice of this state, or before some court, judge, justice or officer, of the state or country where such payment was made, or goods delivered &c. "That he believes the money (or goods, &c.) charged in the annexed, (or foregoing) account, were bona fide delivered as charged, and that he hath not, to his knowledge or belief, received any payment or satisfaction for the said articles charged, more than credit is duly given for, in and appearing upon the said account, nor hath he received any security for the same, and that the balance charged and claimed, is justly due according to the best of his knowledge and belief."*

If the probat is taken before a judge, &c. of any other of the United States, or in any foreign country, there must be a certificate under seal from the governor, chief magistrate, or a notary public of such state or country, "that the court or officer, &c. hath authority to administer such oaths, or that the same hath been duly made before such court, &c."



Probat to a deed, will, &c. how to be made to give it validity.†

ANY deed, will, bond, note or other instrument of writing, to give validity to which, recording is not necessary, proof of the execution of such deed, will, &c. by the witnesses to the same, or

\* November 1785, ch. 46, sec. 4. † 1785, ch. 46, sec. 3.

any of them, taken and certified as above, shall be good evidence in this state: And if the witnesses are all dead, then proof by a credible witness to the hand writing of the party making such deed, will, &c. or to the hand writing of the subscribing witnesses to the same, or any of them, taken and certified as aforesaid, shall be good evidence in this state &c.

If suit be brought upon any such deed, will, bond, note or instrument of writing, the plaintiff shall, at or before the first imparlance court, make oath before some judge or justice of this state, or before some court, judge, justice or officer, of the state or country where such instrument of writing was executed, having authority, and to be certified as herein before mentioned, "that the annexed (*within or aforesaid*) deed, (bond, bill, &c.) was duly executed by the said C. D. the donor, (*devisor or obligor*) therein mentioned, and that the said debt, (*or other valuable thing appearing to be due by such writing,*) or any part thereof, (*except what is credited,*) is not paid, or in any manner satisfied by discount, account in bar, or otherwise, to the knowledge or belief of this deponent; but that the whole of the money, (*or other thing specified to be paid or delivered by such writing, or that the sum of —,*) remains unpaid, according to the best of the knowledge and belief of this deponent."



Probat to an open account, made by a clerk, store-keeper, &c. of money paid, or goods &c. sold within the state, to be made within twelve months from the date of the articles respectively paid or delivered.\*

————— County, sc.

BE it remembered, that on this — day of &c. personally appears S. K. *clerk and store-keeper* to A. M. of — before me the subscriber, a justice of the peace of the state of Maryland, for — county aforesaid, and makes oath on the holy evangely of almighty God, that the goods, wares and merchandises charged in the within account, were sold and delivered as charged, and at the prices therein charged, and that the money therein charged to be delivered and paid, was delivered and paid as charged, to the best of his knowledge and belief.

Sworn before I. P.

(*The plaintiff shall, at or before the first imparlance court, make oath as below; but if he makes the oath at the same time the clerk does, then add to the above, the following:*)

And now here at the same time personally appears A. M. before me &c. and makes oath &c. that he believes the *money, goods,*



&c. charged in the *said* annexed account, were *bona fide* delivered as charged, and that he hath not, nor any person for him, to his knowledge or belief, received any payment or satisfaction for the said articles charged, *more than credit is duly given for, in and appearing upon the said account*, nor hath he received any security for the same, and that the balance charged and claimed is justly due, according to the best of his knowledge and belief.



Probats of accounts....Certificate thereof by a judge,  
&c. that the books from which the said account is  
taken, have been legally proved.

————— County, sc.

BE it rememberd, that I have this ——— day of ——— compared the within account and probats with the books of accounts of the within mentioned I. F. and I hereby certify, that the said account and probats are truly copied from the said books of accounts of the said I. F. and that the said books appear to be regularly proved within the time and agreeably to the manner directed by law; and that the said I. F. now here makes oath on the holy evangely of almighty God, before me the subscriber, a justice &c. that the said within account is just and true as stated, and that he hath not, nor any person for him, received any part, parcel, security or other satisfaction for the same, more than the several and respective credits therein given, to the best of his knowledge and belief.

*Or thus.*—\* That he believes the *money*, goods, wares, merchandises, *effects or chattels*, charged in the said account, were *bona fide* delivered as charged, and that he hath not, nor any person for him, to his knowledge or belief, received any payment or satisfaction for the articles charged, more than credit duly given for, in and appearing upon the said account, nor hath he received any security for the same, and that the balance charged and claimed, is justly due according to the best of his knowledge and belief.



Deed of copartnership, of any trade or business,  
with all the usual covenants.

THIS indenture, made &c. between A. B. of &c. of the one part, and C. D. of &c. of the other part, witnesseth, that the said A. B. and C. D. for and in respect of the trust, good opinion and confidence which each of them hath for and reposeeth in each other, and to the intent the better to improve their respective estates, have agreed to become copartners and joint traders together in

the said trade or business of ——— under such stipulations, provisoes and agreements as are herein after mentioned, expressed and declared of and concerning the same, such copartnership to commence from the day of the date hereof, and to continue for and during the term of ——— years, subject to be determined at the first ——— or first ——— years, as herein after is mentioned, the said trade or business to be managed and carried on in such part and so much of such messuage, tenement or warehouse, as he the said A. B. now occupies and lives in, or they shall at any time hereafter in that behalf mutually agree to rent and take: And for the better managing and carrying on the said trade and business, the said A. B. as for his part of the capital stock to be employed in the said copartnership business hath brought in and advanced the sum of ———: And the said C. D. as for his part of his capital stock to be employed in the said copartnership business, hath brought in and advanced the sum of £———: And it is hereby agreed between the said parties to these presents, that a fair valuation and appraisement shall be made previous to the commencement of this copartnership of the stock in trade, accounting-house furniture, and other things of and belonging to each of them the said A. B. and C. D. by and between the said parties hereto, or such person or persons as they shall nominate and appoint for that purpose: And that the stock in trade and things so valued and appraised shall be taken as part of the capital stock so to be brought in by them the said A. B. and C. D. And that the said joint stock and trade and business of this copartnership, and all buyings, sellings, receipts, payments, debts, bills of parcels, specialties and assurances, which during the said co-partnership shall be paid, made or taken, in or touching the said joint trade or business, shall from time to time be made, charged and carried on, entered, made and taken in the said joint names of the said A. B. and C. D. and to and for their mutual benefit and advantage: And that each of the said parties hereto, his executors and administrators, at all times during the continuance of this copartnership, and at the ceasing, dissolving or other sooner determination thereof, shall have and enjoy his proportionable share, right, title and interest of, in and to all gains, profits, increase and benefit whatsoever which shall arise, accrue or be made in or by the said joint trade or business and capital stock thereof, to and for his and their own respective use and benefit: And that each of the said parties shall or may, upon or after the dissolution or determination of this copartnership by death or otherwise, receive and take his and their said part or share of all and singular the premises to his and their own respective use and benefit, in manner herein after mentioned and expressed, without any benefit or claim to be had or taken by either of the said parties surviving the other; any law or custom, or any thing herein contained to the contrary notwithstanding: And

that all debts and duties which are in or shall be owing by the the said parties on account of the said joint trade or business, and all losses and damages which shall happen to the said joint trade or business or the gains thereof, by bad debts, loss, damage, decay of goods, neglects, mismanagement of servants and apprentices, fall of markets, or any other accident or event whatsoever : And all clerks' and servants' wages, charges of books and letters, houses, shops and warehouse-rent, together with all taxes, travelling expences, and all other necessary charges and expences which shall be occasioned, laid out or happen in or about the said joint trade or business, shall at all times during this co-partnership be paid, allowed, sustained and borne by and out of the said joint stock and the gains thereof, so that each of the said parties hereto, shall bear and pay his proportionable part or share thereof. And it is hereby also declared and agreed, that the principal clerk for the time being, shall be the general receiver of all the money belonging to the said joint trade or business, who shall thereout pay all petty demands to be approved of and ordered by the said parties, and shall from time to time pay all the surplus cash into the hands of such banker, as they the said A. B. and C. D. shall nominate. And it is hereby mutually agreed, by and between the said parties to these presents, and each of the said parties for himself, his executors and administrators, doth hereby covenant, promise and agree to and with the other of them, his executors and administrators, that he shall at all fit and reasonable times, during this co-partnership, unless prevented by illness or other inevitable accidents, diligently and faithfully apply and employ himself unto and in, and about the said joint trade or business of this co-partnership : And the management thereof, and the carrying on the same, and the affairs and business thereof, for the promoting of the same, for the best advantage and benefit of both of them the said parties : And likewise that neither of them the said parties shall undertake or go any journey or voyage, or otherwise absent himself from the business of the said co-partnership, without the consent of the other of the said parties first had and obtained in writing : And that in case either of them shall undertake or go any journey or voyage, or absent himself from the business of the said copartnership without such consent as aforesaid, he shall pay and allow to the other of the said party, the sum of £——, for every month, and so in proportion for any greater or less time, during which he shall be so absent : And further, that the said parties shall and will be true, just and faithful to the other of them the said parties in all his bargains, buyings, sellings, receipts, payments, accounts, dealings and transactions, in and about the said trade and business ; and thereof, upon request of the other of the said parties, shall and will from time to time, make and give a true and just account to each other of them. And it is hereby agreed by and between the said parties, that it

shall and may be lawful to and for each of them to take out of the cash of the said joint stock, the sum of £——, quarterly, towards his and their own private and particular expences, the same to be charged to each of their accounts. And that neither of them shall take out of the stock or the cash thereof, any further sum for his own separate use, without the consent of the other of them, for that purpose had and obtained in writing under his hand; And that such sum or sums of money so taken and drawn out with such consent, shall be payable and be paid by the party having the same, within twenty-one days after notice in writing given for that purpose by either of the said parties, together with interest on such sum or sums, after the rate of £. 6 per cent. from the time of drawing and taking the same out, to the time of repayment thereof. And it is hereby mutually agreed by and between the said parties, and it is the true intent and meaning of these presents, that neither of the said parties during this co-partnership shall with his own money, not belonging to the said joint stock, or employed in the said joint trade or business, or upon credit given him by any person or persons whatsoever, trade, traffick, or be concerned in any trade or business of any nature or kind whatsoever, separately for his own account, or in partnership with any other person or persons, or in the names of any other person or persons in trust for him, but only for the account, and for the benefit, interest and advantage of the said joint trade or business: And for the better manifesting the true and plain dealings, and all the transactions between them the said parties, concerning the said joint trade, business, capital stock and co-partnership, it is hereby covenanted and agreed, by and between them the said parties, that they shall and will provide and keep, or cause to be provided and kept, such and so many books as shall be necessary, wherein they shall forthwith fairly write and enter, or cause to be written and entered, the just and true particulars of all monies received and paid, and of all goods, wares, merchandises and commodities that shall be consigned, accepted, imported, exported, bought, sold and received in or delivered out; and of all debts contracted, and all other matters, affairs, transactions and things, any ways relative and necessary, or conducing to the manifesting the true affairs, state and condition of the said joint trade or business of this co-partnership: And that the same books, together with all bills, letters, specialties, papers and writings, touching or relating to the said joint trade or business of this co-partnership, shall, as well during this co partnership as afterwards, remain open and extant, and be kept in some convenient part of the counting-house or place of trade, where each of the said parties may, during this co-partnership and at reasonable times afterwards, have free access to, and come by them or any of them, and may read, peruse, and at the expence of the party desiring it, copy out the same or any of them, at his free will and pleasure,



without any let or hindrance of the other of them in that behalf; his executors or administrators: And that neither of the said parties, without the consent of the other of them, shall sell, lend or deliver by way of credit or trust, any monies, goods, wares, merchandises or commodities, belonging to the said joint trade, to any person or persons whomsoever, whom the other of the said parties shall by writing forwarn or forbid to be credited or trusted: And that neither of the said parties shall, without the consent of the other of them, release, compound or discharge any debt or duty which during this co-partnership shall be due or owing to the said parties, on account of their said joint trade or business, or capital stock thereof, save only for so much as shall *bona fide* be received and brought into the stock or cash of the said co-partnership: And that each of the said parties shall *bona fide* answer and pay all such monies or goods belonging to the same, as he or they, or any other, by his order or directions shall receive, discharge or give any receipt for; And that neither of the said parties shall, during this co-partnership, without the consent of the other of them first thereunto had in writing under his hand, enter into any deed, bond, judgment, or otherwise become bound or charged as bail or security, or give any promissory or other note, or accept any bill or bills of exchange for himself and partner, without the knowledge and consent of each other first had and obtained, with or for any person or persons whomsoever, or do or wilfully suffer to be done, any act or thing whatsoever, by means whereof the said joint stock or trade, or the monies, goods, wares, merchandises, debts, increase, gains or effects which shall be in, due or belonging to the said co-partnership, shall or may be prejudiced, hindered, attached, seized, expended, or be taken in execution. And that neither of the said parties shall permit or suffer the said joint trade or business, or the stock thereof, or any of the monies, goods, wares, merchandises, debts or effects, which are or shall be in or due or belonging to the same, to be in any wise charged or incumbered with or for any private or particular debt or duty which shall not concern or relate to this co-partnership, but that every such private or particular debt or duty shall, from time to time, be discharged and paid by the party whose debt or duty the same shall be, by and out of his particular and private estate, not employed in the stock or business of this co-partnership: And that each of the said parties, his executors and administrators, shall and will well and sufficiently save harmless and keep indemnified the said joint trade or business, and the stock and effects thereof, of, from and against all debts and duty incurred or contracted before the commencement of this co-partnership, so and in such manner as the said joint trade or business and the stock thereof and the other of the said parties, his executors or administrators, shall not be in any wise affected thereby: And that all apprentice or apprentices, clerk, or other covenant servant

or servants taken to be employed in the said joint trade or business during this co-partnership, shall be taken by and with the joint and mutual consent of both the said parties, and not otherwise, and shall be maintained during their respective employment therein, by and out of the gains and profits of the said joint trade or business; And all monies paid to or received by the said parties, or either of them, with or on account of any such apprentice or apprentices, clerk or clerks, or other covenant servant or servants, shall be added to the joint stock for the increase and augmentation of the same, and employed therewith for the mutual benefit of the said parties; And also that they the said parties shall and will, some time between the ——— day of ———, and the ——— day of ——— in every year, during the continuance of this co-partnership, join together and make up, state and adjust a true and fair account and valuation in writing, of all the monies, goods, wares, merchandizes and effects belonging to the said joint stock, and of the debts due and owing from or to the said parties, in respect of the said joint trade or business, and all other their joint dealings and transactions, to the intent that it may thereby plainly appear how much the net produce of the said partnership stock and estate, and what gains and profits shall have been made of the said joint trade or co-partnership, in case of the death of either of the said parties: And that, upon the stating of every such annual account, all the debts due from the said joint business shall be forthwith paid, and all such of the said debts as shall be then due from the said co-partners, as shall be deemed bad or desperate, shall be separated from the others, and shall stand and be accounted by themselves, and shall not be estimated or valued in such accounts; And if any monies or other satisfaction shall be had or obtained thereby, the same shall be divided between the said parties; their executors and administrators share and share alike; And when such accounts shall be passed, the same shall be transcribed in the ledger of accounts, and subscribed by the said parties; and such accounts so stated and settled, shall be final and conclusive as to all matters contained therein; And the said accounts so settled, shall not be opened or unravelled, unless there shall be some considerable error or errors therein, and then only for such error or errors, and so as the same shall be discovered in the life time of the said parties and not otherwise: and upon making up, stating and adjusting of every such yearly account of and concerning the said joint trade or business as aforesaid, there shall be a division made of the gains and profits in such manner as shall be then mutually agreed: And also paying such of the said parties the sum of £. 6 per cent. per annum, for such sum or sums of money, goods, wares or merchandises, as either of the said parties shall have advanced and brought to the said joint stock and trade at the commencement of this co-partnership, or at any time afterwards during the same, exceeding such

sum or sums of money, as the other of them the said parties shall have advanced and brought into the said joint stock and trade : And also that if either of them the said parties shall at the commencement of this co-partnership, or at any time afterwards during the same, have or bring into the said joint trade, any greater sum or value of money, goods, wares or merchandises, than his share or proportion of the said capital stock of ——— amounts unto, then and in such case, it shall and may be lawful for such party, at any time during the said co-partnership, at his free will and pleasure, to withdraw and receive out of the said joint trade, and to convert to his own use, such greater sum or value in money, goods, wares or merchandises than his said share or proportion of the aforesaid capital stock amounts to, and in case either of the said parties shall continue in the said joint trade such greater sum or value in money, goods, wares and merchandises as aforesaid, he the said party shall be repaid the same and every part thereof, by and out of the capital of the said joint stock and trade, before the same capital shall be shared and divided between the said parties or their respective executors or administrators, in manner herein after in that behalf mentioned. And it is hereby further mutually agreed, by and between the said parties and each of them for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree, to and with the other of them his executors and administrators, that at the end or other sooner determination of the said co-partnership, the said parties (if they be both then living) shall, within one month then next following meet and account together, and make, cast up, settle, state and fully adjust between them, a true, plain, perfect and final account and reckoning in writing, of, for and concerning the said joint stock and trade or business, and all monies, debts, goods, wares, merchandises, profits, gains, advantages and effects whatsoever, which shall be then in, due or belonging, or in any wise appertaining, to the same stock or trade, or to the said parties on account thereof ; And also of, for and concerning all debts, sums of money, losses, charges, damages and expences, which by reason or on account of the same joint trade or business, shall be by them the said parties due or owing to any person or persons, or which they the said parties shall have suffered or sustained by reason or on account thereof ; And so and in such manner that it shall and may thereby plainly appear, what the true state and condition of the said joint stock in trade shall then be ; And which said final account, when stated and settled as aforesaid, shall after the death of either of the said parties, be binding and conclusive, and shall not afterwards be opened and called in question by any person or persons whomsoever, except manifest error appears, and then only for the purpose of explaining and rectifying such error. And immediately thereupon, and as soon as conveniently may be, after such final account shall be stated and settled as



aforesaid, true payment shall be made, or good order taken for the true and speedy payment of all such debts and sums of money as at the time of the expiration of the said co-partnership shall be by them the said parties due or owing to any person or persons, for or on account of the said joint trade or business. And then also (after in the first place deducting sufficient for the payment of the said debts,) true payment, division and delivery shall be made by and between the said parties, (after payment to each of the said parties, the amount of such sum or sums of money as he or they had brought in and paid to the said capital stock, at their then house or place of business) of all and every such monies, debts, goods, wares and merchandises, effects and other things, which shall be then in and due, belonging or appertaining to the said joint stock, trade or business, or to the said parties on account thereof; And it is hereby further agreed. That all debts and sums of money which shall be standing out, or due or owing to the said joint stock and trade, or to the said partners on account thereof, as the same shall from time to time be received and got in, (which each of the said parties doth hereby for himself, his executors and administrators, covenant and agree, to and with the other of them, his executors and administrators, to do his and their utmost endeavors to receive and get in, accordingly) shall immediately thereupon be shared and divided and paid to them the said parties respectively, or to their respective executors or administrators: And thereupon each of the said partners his executors or administrators, shall make and give unto the other of them, his executors and administrators, such assignment of his and their part and share of the said out-standing debts, with full power and authority to sue for and recover the same, as the party or parties who is, or are to have the same debts, shall, upon such division as aforesaid reasonably require: And after such division and assignment shall be made, neither of the said parties, his executors or administrators, shall receive, release, compound for or discharge any debt or debts which shall be allotted unto the other of them, his executors or administrators, without the consent of him or them to whom the same shall be so allotted; Provided always, and it is hereby covenanted, concluded and agreed, by and between the said parties, and each of them for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the other of them, his executors and administrators, that in case either of them the said parties, shall happen to die before the expiration of this co-partnership, then and in such case the survivor of them, his executors or administrators, shall and will accept and take the whole stock of goods, wares, merchandises, monies, debts and effects, which at or immediately before the decease of the party so dying, shall be in any wise appertaining unto them the said parties as co-partners, for or by reason or on account of their said joint trade or business (such goods, wares, merchan-



dises, effects and debts, to be valued and appraised by two indifferent persons, to be chosen by the party surviving the other of them, and the executors and administrators of the party so dying, with liberty for such two persons, in case of difference, to refer the same to the determination of a third person;) And also in consideration thereof, and for a full recompence and satisfaction to be had and made to the executors or administrators of the party deceased, and for his and their full part, share and proportion of, in and to the said joint stock and trade, the survivor, his executors or administrators, shall and will well and truly pay and satisfy, or cause or procure to be well and truly paid and satisfied, at or in their place of trade or business, unto the executors or administrators of the party so dying, so much good and lawful money of &c. as the full part or share of and belonging to the said party so dying, of and in the said joint stock and trade, and in such good debts as aforesaid, did or shall appear to have been or amounted unto by and according to the yearly amount then last before made and subscribed with their names as aforesaid, including such further value or sum as the party so dying shall have advanced to the joint stock since such last accounts, together with interest for the same, after the rate of £. 6 per cent. per annum, from the time of advancing the same, to the time of the decease of the same party; but if no such yearly account shall be thentofore made, then so much like lawful money as the full value of the part and share so advanced and brought into the said capital stock of the said joint trade and co-partnership by the party so dying, and the surviving partner shall be entitled to the profits, and bear the losses which shall have arisen or be sustained from such last account; Or, in case either of the said parties shall die before any such account shall have been stated, then from the commencement of this co-partnership. And it is hereby further agreed, by and between the said parties, that all such sum and sums of money as shall become due and payable by the survivor of the said parties, his executors or administrators, to the party so dying as aforesaid, shall be paid in manner following, (that is to say,) One — or — part at the end of — calendar months, next after the decease of the party so dying, one — or — part at the end &c. and the remaining — or part thereof at the end of — months next after such decease. And for the better securing the payment of the said monies, the surviving partner shall within — months next after the decease of the said partner so happening to die, (if thereto required by the executors or administrators of such partner so dying) enter into and become bound unto the executors or administrators of the party so dying in one or more bond or bonds, in double penalties, conditioned for payment to them of such monies, and at such times and places, and in such manner and form as aforesaid; And shall also thereupon enter and become bound unto the said executors or administrators,

in one or more bond or bonds of sufficient penalty, for saving harmless and keeping indemnified the heirs, executors and administrators of the party so deceased, and his and their lands and tenements, goods and chattels, of, from and against all debts, which at the time of his decease were jointly owing by the partners to any person or persons, for or on account of their said joint trade or business, for any goods, wares, merchandises, matter or things belonging, or in any wise touching or relating to the same trade, of, from and against all actions, suits, damages and expences, for or on account of the same debts, every or any of them; All which said debts the surviving partner shall and will pay and satisfy in due and convenient time. And it is further agreed, that the executors or administrators of the party so dying, shall and will, upon the sealing and executing such bonds as aforesaid, legally and effectually grant, assign and release, unto the surviving partner, his executors and administrators, all the part, share, right, title, interest, claim and demand whatsoever, of them the said executors or administrators of the said partner so deceased, of, in and to the said joint stock and trade, and all the monies, goods, wares, merchandises, debts, (other than such debts as are next herein after mentioned,) profits, gains and other estate and effects whatsoever, which, at the time of such his decease, were in joint trade or co-partnership between them the said partners or jointly owners, or belonging unto them, for or on account of the said joint trade or business. And in case either of the said parties shall happen to die during this copartnership, then also such esteemed bad and desperate debts, due or owing to or on account of the said joint trade or business, as shall not have been deemed and accounted as a good estate, and as such cast up and included in such yearly account or accounts, shall be stated with all convenient speed, be divided and shared between the surviving partners, and the executors and administrators of the partners so deceased, shall give unto each other, and his and their executors and administrators, full power and authority to sue for, get in and receive his and their respective parts and shares of such esteemed bad debts: Provided always, and it is hereby expressly agreed and declared, between the said parties hereto, that neither of the said parties shall or will, without the consent in writing of the other of them, for that purpose first had and obtained, sell, assign or transfer, his share or interest in the said joint trade, business or co-partnership, or any part thereof respectively, to any person or persons whomsoever. And also, that in case any dispute or difference shall happen to arise between the said parties to these presents, their respective executors or administrators, touching or concerning the said joint trade, business or co-partnership, or any of the accounts, transactions or dealings relating thereto, or the constructions of these presents, or of any covenant, clause, matter or thing herein contained, the same shall be finally determined, settled and adjusted,

by the award, determination or arbitrament of two indifferent persons, one to be chosen or named by the said A. B. his executors or administrators, and the other by the said C. D. his executors or administrators; so as such award, determination or arbitrament, be made, given and delivered in writing, under the hands and seals of such arbitrators, to the said parties, their respective executors or administrators, or such of them as shall demand the same, within — days after the choice and nomination of the said arbitrators; And in case the said arbitrators shall not make and deliver their said award, determination or arbitrament, within the time so limited for doing thereof, then the said parties, their executors or administrators, shall stand to, abide by, perform and keep such award, umpirage and final end and determination of such umpire as shall be nominated and chosen by the said arbitrators, so as such umpire shall make and deliver his award, determination or arbitrament in writing, under his hand and seal, to the said parties, their respective executors and administrators, within — days next ensuing the choice of such umpire, touching all such matters in difference between the said — parties, their respective executors or administrators, or any of them. And it is hereby further covenanted, concluded and agreed, by and between the said parties, that in case either of the said co-partners shall be minded and desirous to make an end of this co-partnership, at the end of the first — or first — years next after the commencement of this co-partnership, and shall give — months notice of such his mind and desire in writing, under his hand, unto the other of the said partners, immediately preceding either of the terms of — or — years, that then and immediately after the expiration of the said term of — or — years, this present indenture and the co-partnership between the said parties shall cease, determine, be dissolved and at an end, and be absolutely void, to all intents and purposes whatsoever. And lastly, for the true performance of all and every the clauses, covenants, articles and agreements herein contained, each of the said parties bindeth himself and his heirs, executors and administrators, unto the other of them the said parties and his executors and administrators, in the penalty or sum of — of lawful money of the United States of America. In witness, &c.



Deed of copartnership, for carrying on a joint trade,  
very short.

ARTICLES of agreement indented, &c. between A. B. of &c. of the one part, and C. D. of &c. of the other part, witnesseth, that the said A. B. and C. D. have joined, and by these presents do join themselves to be copartners together in the art or trade of



—, and all things thereto belonging : And also in buying, selling and vending of all sorts of goods, wares, merchandises and commodities, belonging to the said trade of —, which said copartnership is to continue from the day of the date hereof, for and during and unto the full end and term of — from thence next ensuing, and fully to be complete and ended : And to that end and purpose, he the said A. B. hath on the day of the date of these presents, delivered in as stock the sum of —, and the said C. D. the sum of —, to be used, laid out and employed in common between them for the management of the said trade of —, to their utmost benefit and advantage. And it is agreed between the said parties to these presents, and the said copartners each for himself respectively, and for his own particular part, and for his executors and administrators, doth severally, and not jointly, covenant, promise and agree, to and with the other partner, his executors and administrators, by these presents in manner and form following, that is to say : That they the said copartners shall not, nor will at any time hereafter, use, exercise or follow the trade of — aforesaid, or any other trade whatsoever, during the said term, to their private benefit or advantage, but shall and will from time to time, and at all times during the said term, if they shall so long live, do their and each of their best endeavors, in and by all means possible, to the utmost of their skill, power and cunning, for their joint interest, profit, benefit and advantage, and truly employ, buy, sell and merchandise with the stock aforesaid, and the increase thereof, in the trade of — aforesaid, without any sinister intentions or fraudulent endeavors whatsoever. And also, that they the said copartners shall and will from time to time, and at all times hereafter, during the said term; pay, bear and discharge equally between them, the rent of the warehouses which they the said copartners shall rent or hire for the joint exercise or managing the trade aforesaid, and all other charges and expences whatsoever, attending the said joint trade and copartnership. And that all such gain, profit and increase as shall come, grow or arise, for or by reason of the said joint trade and copartnership as aforesaid, shall be from time to time during the said term, equally and proportionably divided between them the said copartners, share and share alike. And also that all such loss as shall happen to the said joint trade, by bad debts, ill commodities or otherwise, without fraud or collusion, shall be paid and borne equally and proportionably between them. And further it is agreed by and between the said copartners, parties to these presents, that there shall be had and kept from time to time, and all times during the said term and copartnership, perfect, just and true books of account, wherein each of the said copartners shall duly enter and set down as well all such sum and sums of money by them received, paid, expended and laid out in and about the management of the said trade, as also, all goods, wares, merchandises and commodities, by them



or either of them bought and sold, by reason or means, or upon account of the said copartnership, and all other matters and things whatsoever, relating to the said joint trade, and the management thereof, in any wise belonging or appertaining ; which said books shall be used in common between the said copartners, so that either of them may have free access thereto, without any interruption of the other. And also, that they the said copartners, once in three months or oftener if need shall require, upon the reasonable request of one of them, shall make, yield and render, each to the other, or to the executors of each other, a true, just and perfect account of all profits and increase by them or either of them made, and of all losses by them or either of them sustained : And also of all payments, receipts, disbursements and all other things whatsoever, by them made, received, disbursed, acted, done or suffered, in their said copartnership and joint trade as aforesaid, and the same account so made, shall and will clear, adjust, pay and deliver, each unto the other, at the time of making such account, their equal share of the profits so made as aforesaid. And at the end of the term of — years, or other sooner determination of these presents, (be it by the death of one of the said copartners or otherwise,) they the said copartners each to the other, or in case of the death of either of them, the surviving party to the executors or administrators of the party deceased, shall and will make a true, just and final account of all things as aforesaid, and divide the profits aforesaid, and in all things well and truly adjust the same, and that they also upon the making of such final account, all and every the stock and stocks, as well the gains and increase thereof, which shall appear to be remaining, whether consisting of money, goods, wares, merchandises, commodities or debts, shall be equally divided between the said copartners, their executors or administrators, share and share alike.

In witness &c.



### An agreement to continue a copartnership.

THIS agreement, made &c. between I. M. of &c. of the one part, and S. W. of &c. of the other part. Whereas the said I. M. and S. W. have for several years last past, been equally concerned together as partners or joint traders in the trade or business of —, and in all profit and loss thereby. And whereas, before the sealing hereof, they have made up between them, a full account and reckoning of and concerning the said trade, and goods and debts belonging and owing to and by them, upon account thereof, containing all charges and profits and loss thereby, whereof each of them hath to the date hereof, paid and received one equal moiety or half part ; And upon making up the said account, there appears to be remaining a stock at the sealing hereof, in

goods, wares and merchandises, and debts owing on account of the said trade, the full sum or value of — which belongs to them jointly, and wherein they are equally concerned; out of which said stock, are due and payable on account of the said joint trade, several debts amounting to —. And whereas the said parties intend to continue the said trade or business of —, in the dwelling house of the said I. M. in —, for — years, with the said joint stock of &c. and to be concerned therein equally as to profit and loss. Now these presents witnesseth, that in consideration of the trust and confidence which the said parties have had and repose in each other, it is hereby declared, covenanted and agreed, by and between the said parties, for themselves, their executors, administrators and assigns, that the said parties are, shall and will, become and continue partners and joint traders in the said trade or business of —, upon a joint and equal account between them, for profit and loss, for the said time or term of — years, to commence from the date hereof, if both the said parties shall so long live. And it is agreed, that all charges and losses, and all profit arising by and on account of the said joint trade or business, shall be equally paid, received and borne by and between the said parties, share and share alike. And it is further covenanted, &c. (*that the parties shall be true to each other,*) and have not, shall not, nor will do or suffer any act, matter or thing whatsoever, whereby or by means whereof any goods, monies or things belonging to the said joint trade or business, shall or may be extended, seized or taken in execution, but that each of them shall and will defend the said joint stock and trade from their own private and separate debts, and all damages by reason thereof. And that at the end of the said term, &c. the said parties, their executors and administrators, shall and will make up a full and just account and reckoning between them, of and concerning the said joint trade and stock, and all goods, wares, merchandizes, monies, debts and things belonging and owing to and on account thereof, and all profit and loss thereby; And that, upon making up the said account, all monies and debts owing on account of the said trade or business, shall be had, received, enjoyed, and be divided by and between the said parties equally, share and share alike, and without any benefit of survivorship to be had or taken by or between the said parties, in respect of their said joint trade and business, in case of the decease of either of them before the expiration of the said term, any thing herein, or any law, custom or usage, to the contrary notwithstanding. In witness &c.

## Memorandum between two persons who agree to enter into co-partnership.

MEMORANDUM of an agreement made the — day of — &c. between A. B. of &c. of the one part, and C. D. of &c. of the other part, as follows, viz: The said A. B. in consideration of the sum of £. — lawful money of, &c. to him in hand paid, by the said C. D. the receipt and payment whereof, the said A. B. doth hereby acknowledge, doth hereby assign unto him the said C. D. one half of all the goods, merchandizes, chattles, stock and utensils in trade, belonging to the said A. B. and situate in the warehouse and accounting house of the said A. B. as is more fully mentioned in the inventory of the same hereunto annexed, (book debts, and printed books excepted.) And the said A. B. further agrees that the said C. D. for the considerations aforesaid, be entitled to one half of the profits arising from the trade or business of —, to be carried on by the said A. B. share and share alike. And the said C. D. agrees to pay an equal share of the expences and loss with the said A. B. that shall arise in carrying on the said trade or business of —, making the partnership to commence on the day of the date hereof and so to continue until the term of — years is fully complete and ended. And it is further agreed, that the said C. D. shall not pay or be liable to pay any debt or debts contracted by the said A. B. before the day of the date hereof, neither shall the said C. D. be entitled to receive any debt or debts that shall be due to the said A. B. before the date hereof. And further the said parties do mutually agree that in case either of the said parties shall die before the expiration of the said term of — years, the executors, administrators or assigns of the party deceased shall grant one calendar year to the surviving party to settle and adjust all matters relating to the said partnership. In witness, &c.



## A relinquishment of a man's estate or interest in a co-partnership.

THIS indenture made &c. between A. B. of &c. of the one part, and C. D. and E. F. of &c. of the other part, witnesseth, that whereas the said A. B. C. D. and E. F. together with one G. H. have heretofore dealt together as co-partners in trading of merchants, as well on this side the seas, as in parts beyond the seas, and, by their trading together, many goods, wares and debts are come and grown unto them both here in the United States of America, and in parts beyond the seas, wherein every one of them hath an interest according to their agreement made between them, and likewise they the said parties are become indebted to divers other persons in divers sums of money concerning their traffic



aforesaid. And whereas also the said A. B. upon good considerations him moving, and especially for and in consideration of a certain competent sum of money to him at or before the ensealing hereof by the above named C. D. and E. F. in hand paid, and whercof and wherewith he the said A. B. acknowledgeth himself to be well and truly satisfied and contented, by these presents is contented and agreed, and by these presents doth consent and agree to sever himself from the trading and dealing together with the said C. D. E. F. and G. H. And also doth by these presents for the consideration aforesaid, grant, assign and set over unto the said C. D. and E. F. all such right, title, property and interest whatsoever, which the said A. B. hath, should or ought to have, of, in or to all and singular such goods, wares, merchandises and debts, as are mentioned and expressed in and by the balance of an account subscribed with the hand of the said A. B. bearing date the — day of — now last past, and delivered to the said C. D. and E. F. And the said A. B. for himself, his heirs, executors, and administrators doth covenant, promise and grant, to and with the said C. D. and E. F. and each of them, their executors and administrators, by these presents in manner and form following: that is to say, that the said account, according to the tenor of the aforesaid balance, is just and true, and that he the said A. B. at any time heretofore hath not received, released or discharged, and that he the said A. B. his heirs, executors or administrators, at any time hereafter shall not receive, release, acquit or discharge any of the goods or debts mentioned in the said account, nor any part thereof, nor do any act, deed or thing, to let or hinder the said C. D. and E. F. or either of them, of or in the having, recovering, receiving or enjoying of the same or any of them, or any part thereof, without the consent and agreement of the said C. D. and E. F. their executors and assigns, in writing first had and obtained in that behalf; but shall and will permit and suffer the said C. D. and E. F. their executors or administrators, to have, take, recover, receive and enjoy to their own proper use the same goods and debts, and every of them, and every part thereof, without any account to be yielded or made for the same or any part thereof to the said A. B. his executors or administrators. And that the said A. B. shall and will, if need require, upon reasonable request to him made by the said C. D. and E. F. or either of them, their executors or administrators, further help them in the receiving, recovering and obtaining of the said goods and debts, at the costs and charges of the said C. D. and E. F. their executors or administrators. And the said C. D. and E. F. for themselves jointly and severally, and for their joint and several executors and administrators, do covenant, promise and grant to and with the said A. B. his executors and administrators, by these presents, that they the said C. D. and E. F. their heirs, executors, and administrators, shall and will at all times hereafter content and satisfy all the creditors



to whom the said A. B. standeth any manner of ways charged or indebted, for and concerning any as well the affairs and dealings mentioned and contained in the said account, as well owing on this side the seas, as in any parts beyond the seas, and of and for the same and every of them, as also of and for such part and proportions as doth appertain to the said G. H. and likewise of and from all accounts, actions, suits and demands concerning the said G. H. in the accounts and affairs aforesaid, shall and will at all times hereafter save and keep harmless the said A. B. his heirs, executors and administrators, and every of them by these presents.

In witness, &c.

## OF RELEASES.

**A** RELEASE is the giving up or discharging of the right or action one person has or claims against another, or his lands &c. and is usually made by the words have, *remised, released, and quit claimed.* Jacob's Dict.

All actions or suits may be discharged by release; as likewise debts, legacies, &c. before or after they become due. Judgments or executions may, by proper words be also discharged by it. A release in general of all actions bars all actions, suits, bonds, &c. provided the cause of action subsists at the time of executing the release; but this release will not bar executions or writs of error. Lit. 406. Co. Lit. 285. 4 Rep. 63. 8 Rep. 152, 159. Cro. Eliz. 897.

A release of all demands is the most extensive and effectual discharge of any, including in it most of all the others. Lit. 508. Co. Lit. 591. 5 Rep. 71. 8 Rep. 153. Dy. 56.

A release to one obligor where several are bound in a bond, is a discharge to the others. Lit. Rep. 191. 2 Sid. 41. Co. Lit. 232. Cro. Eliz. 648.

A release from a landlord to one joint tenant, shall extend to both. Hob. 66. Co. Lit. 232.

If two commit a trespass, the release to one trespasser will discharge the other. 1 Inst. 232. 2 Rol. Abr. 410. Hob. 66. Bro. Release pl. 94.

Where a debtor is made executor, or a creditor being a woman, marries the debtor, the debts in both these cases are released in law. Brownl. 76. Co. Char. 373. Co. Lit. 264. b. Plowd. 184. Wentw. 45. Yelv. 160. And in the first of these, the executor may retain goods of the testator sufficient to satisfy him his debt.

Where an obligor is administrator of the goods of the obligee, this will not amount to a release in law. Sid. 79. Leon. 90, 91. Rol. Rep. 934. Swinb. 300, 301, 325. Salk. 303, 327. 3 Salk. 163. 8 Rep. 136.

If a rent be behind twenty years, and a release given for the last year due, all the rent in arrear is presumed in law to be satisfied. Trials per pais, edit. 1739, p. 418. Gilb. Law of Evid. edit. 1760, p. 160, 161. Sid. 13. 12 Vin. Abr. p. 129. (A. b. 60.) pl. 2.



### A general release from one to one.

KNOW all men by these presents, that I A. B. of &c. have remised, released and forever quit claimed, and by these presents do for me, my heirs, executors and administrators remise, release and forever quit claim unto C. D. of &c. his heirs, executors and administrators and every of them, of and from all and all manner of actions, cause and causes of actions, suits, bills, bonds, writings, debts, dues, accounts, sum and sums of money, judgments, executions, extents, quarrels, controversies, trespasses, damages and demands whatsoever, both in law and equity, or otherwise howsoever, which against the said C. D. I ever had, now have, or which my heirs, executors or administrators shall or may hereafter have, claim, challenge or demand, for or by reason or means of any matter, clause or thing whatsoever, from the beginning of the world unto the day of the date hereof. In witness, &c.



### Release from two to one.

KNOW &c. that we A. B. and C. D. of &c. have, and either of us hath remised &c. and by &c. do and either of us doth, for us, and either of us, and either of our heirs, executors and administrators, remise &c. (*as above*) which against the said E. F. we or either of us ever had, or have, or which we or either of us, our or either of our heirs, executors or administrators hereafter can &c. (*as above.*)



### Release from one to two.

KNOW &c. that I A. B. &c. (*as the first 'till*) C. D. and E. F. &c. and either of them, their and either of their heirs, executors and administrators, of and from all and all manner &c. (*as above*) which against the said C. D. and E. F. or either of them, I ever had &c.

## General release from two to two.

KNOW all men by these presents that we C. D. of &c. and E. F. of &c. have and each of us hath remised, released and forever quit claimed, and by these presents do, and each of us for ourselves, our and each of our heirs, executors and administrators, doth remise, release and forever quit claim unto I. D. of &c. and L. G. of &c. their executors, administrators and assigns, and each and every of them, of and from all manner of actions &c. (*as above*) which against the said I. D. and G. L. or either of them, we or either of us ever had, now have, or which our heirs, executors or administrators hereafter shall or may have, claim, challenge or demand, for or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents. In witness, &c.



## Release from three to one.

KNOW &c. that we A. B. and C. have and either and every of us hath remised &c. and by &c. do and either and every of us, our, either and every of our heirs, executors and administrators, remise &c. (*as above*) which against the said D. we, either or any of us ever had, now have or which we, or either or any of us, our, or either or any of our heirs, executors or administrators hereafter can &c.



## Release from one to three.

KNOW &c. that I, A. of &c. have remised, &c. B. C. and D. of &c. either and every of them, their, either and every of their heirs, executors and administrators, of and from all and all manner &c. which against the said B. C. D. either or any of them, I ever had &c.



## A release of a trust.

KNOW all men by these presents, that whereas in and by certain indentures of &c. bearing date on or about &c. and made or mentioned to be made between C. D. of &c. of the one part, and me A. B. of &c. of the other part, the said C. D. for the considerations therein mentioned, did grant, &c. In which said indenture of &c. I, the said A. B. do hereby declare, that my name was only used in trust for E. F. of &c. Now know ye, that I the said A. B. in discharge of the trust in me reposed as aforesaid, and at the re-

quest of the said E. F. have remised, released, surrendered, assigned, transferred and set over, and by these presents *do* for me, my executors and administrators, freely and absolutely remise, release, surrender, assign, transfer and set over, unto the said E. F. his executors, administrators and assigns, all the estate, right, title, interest, benefit, trust, claim and demand, whatsoever, which I, the said A. B. my executors or administrators can, shall or may have, or claim of, in or to the said premises, or of or in any sum or sums of money, or other matter or thing whatsoever, in the said indentures of &c. contained, mentioned and expressed; so that neither I, the said A. B. my executors or administrators, at any time hereafter, shall or will claim, challenge or demand any interest, property, benefit, or other thing, in any manner whatsoever, by reason or means of the said indentures, or any covenant therein contained; but thereof and therefrom, and of and from all actions, suits and demands, which I, my executors or administrators, may have concerning the same, shall be forever debarred by these presents. In witness, &c.



### A release of a legacy.

KNOW all men by these presents, that whereas A. B. of &c. made his last will and testament in writing, bearing date, &c. did among other legacies therein contained, give and bequeath unto me C. D. of &c. the sum or legacy of &c. and of his said will, made and constituted E. F. sole executor, as in and by the said will may appear; Now know ye, that I the said C. D. do hereby confess and acknowledge, that I have had and received of and from the said E. F. the legacy or sum of &c. so as aforesaid given and bequeathed unto me, by the said A. B. and therefore, I do by these presents acquit, release and discharge the said E. F. of and from all legacies, dues, duties and demands whatsoever, which I, my executors or administrators may have, claim, challenge or demand, of or against the said E. F. his executors or administrators, by virtue of the said last will and testament of, or out of the estate of the said A. B. deceased as aforesaid. In witness, &c.



### A release from a legatee upon his coming to age.

KNOW all men by these presents, that whereas A. B. of &c. made his last will and testament in writing, bearing date &c. and among other legacies therein contained, did give and bequeath unto me C. B. of &c. his son, the annual sum of &c. to be paid me quarterly, until I should obtain the age of one and twenty years;



And of his said will constituted E. F. and G. H. joint executors, as in and by the said will may appear: And whereas the said E. F. and G. H. did jointly accept of the said executorship and trust, and I the said A. B. have attained my said age of twenty-one years: And whereas the said E. F. and G. H. have made up an account with me the said C. B. of all monies received and paid by the said E. F. and G. H. and of all transactions in pursuance of the said executorship and trust: And have not only paid me the said C. B. the balance of such accounts, but also delivered unto me, all writings and papers belonging to the estate of the said deceased A. B. Now know ye, that I the said C. B. being fully satisfied in the premises, have remised, released and forever quit claimed, and by these presents do remise, release, and forever quit claim unto the said E. F. and G. H. and each of them, their and each of their executors and administrators, all reckonings and accounts, sum and sums of money by them had or received, in pursuance of the said trust, or by means of their being executors to the said A. B. as aforesaid: And also of and from all other reckonings, accounts and demands whatsoever, from the beginning of the world, to the day of the date of these presents.

In witness &c.



### A release of the equity of redemption to an estate mortgaged.

TO all to whom these presents shall come, I, A. B. of &c. send greeting: Whereas I, the said A. B. by a certain mortgage deed, dated the — day of — for the consideration of —, did grant, bargain, sell and convey to C. D. of &c. (*here describe the premises.*) To have and to hold the same unto the said C. D. &c. (*as in the deed,*) upon the condition following, viz: Provided notwithstanding, (*here insert the condition.*) And whereas, I the said A. B. am fully satisfied that the said monies so due to the said C. D. is the full value of (*or nearly the value, or as much as I can get for —,*) the said mortgaged premises, and I am not able to redeem the same: Therefore know ye, that I the said A. B. in consideration thereof, and also for the further consideration of the sum of —, to me paid before the delivery of these presents, and for the quieting the said C. D. in the possession and enjoyment of the said (*premises*) and for extinguishing all right of equity of redemption of the same, have remised, released, and forever quit claimed, and do by these presents, for myself, my executors and administrators, remise, release and forever quit claim, unto the said C. D. his heirs and assigns, the said proviso or condition in the said mortgage deed as above recited, and all benefit and equity of redemption of the said (*premises,*) by virtue of any law allowing or providing for the same, or whereby he might other-

wise have the benefit of the same notwithstanding. And I, the said A. B. for the considerations aforesaid, do for myself, my heirs, executors and administrators, hereby grant, bargain, sell, release, convey and confirm, unto him the said C. D. his heirs and assigns, the said (*premises*,) with all the privileges and appurtenances thereunto belonging. To have and to hold the same, to the said C. D. his heirs and assigns forever. And I do for myself &c. covenant with the said C. D. his heirs and assigns, that he and they shall and may from henceforth quietly and peaceably have, hold, use, occupy and enjoy, all (*the said premises*) with the appurtenances thereof, without any let, hindrance, molestation or interruption from me the said A. B. my heirs or assigns, and of all and every other person or persons whatsoever, claiming from, by or under me or them, or any of them. In witness &c.



### A release of dower.

THIS indenture, made this — day of — in the year of our Lord one thousand —, between M. G. of — county, and state of *Maryland*, widow of W. G. late of the said county and state, deceased, of the one part, and I. M. of —, of the other part. Whereas the said W. G. in his life time, by his indenture, bearing date on or about the — day of —, for the consideration therein mentioned, did grant, bargain, sell and convey, unto the said I. M. his heirs and assigns, all that tract or parcel of land &c. &c. as in and by the said in part recited indenture, relation being thereunto had, may more fully and at large appear: And whereas the said M. G. hath or claimeth to have a right or title of dower, of, in and unto the said tract or parcel of land and premises so granted, bargained, sold and conveyed to the said I. M. his heirs and assigns; And the said M. G. being at the time of making the said conveyance, the wife of the said W. G. and under the age of twenty-one years, and so not capable to release or discharge any right or title of dower which she might have or claim, in, to or out of the said tract or parcel of land and premises, or any part or parcel thereof, in case she should survive her said husband, he the said W. G. did then and there covenant, that the said M. G. should release all the right and title, claim and demand of dower, which she might have in and unto the said tract or parcel of land and premises, in manner aforesaid, when and as soon as she attained the age of twenty-one years. Now this indenture witnesseth, that the said M. G. late wife of the said W. G. deceased, (being at the sealing and delivery hereof, above the age of twenty-one years,) for and in consideration of the said covenant, so as aforesaid made by the said W. G. her late husband as aforesaid, and also in consideration of the sum of one dollar current money of

the United States, to her the said M. G. in hand paid by the said I. M. she the said M. G. hath remised, released, and forever quit claimed, and by these presents doth freely, clearly and absolutely remise, release, and forever quit claim unto the said I. M. his heirs and assigns, all and all manner of dower, right and title of dower, whatsoever, which she the said M. G. now hath, may, might, should or of right ought to have or claim, of, in, to or out of the said tract or parcel of land, &c. or any part thereof, so granted and released, or mentioned to be granted and released, to the said I. M. his heirs and assigns by the said indenture, and all and all manner of action and actions, writ and writs of dower and right whatsoever ; And the said M. G. for herself, her heirs, executors and administrators, and for every of them, doth covenant, promise and grant, to and with the said I. M. his heirs and assigns, by these presents, that neither she the said M. G. or any other person or persons whatsoever for her, or in her name, any manner of action or writ of dower, or any manner of right or title of dower, of, in or to the said tract or parcel of land, &c. or any part thereof, at any time hereafter, shall or may have, claim, challenge or demand, against the said I. M. his heirs or assigns ; but that the said I. M. his heirs and assigns, shall and may peaceably have, hold and enjoy, the said tract or parcel of land, &c. so granted and released as aforesaid, without the let, suit, trouble, eviction, interruption or disturbance whatsoever, of the said M. G. her executors, administrators or assigns, or of any person or persons lawfully claiming or to claim by, from or under her, them or any of them. In witness, &c.

To be acknowledged and recorded as other deeds are.



### Another....Release of dower.

KNOW all men by these presents, that I, A. B. widow and relict of B. B. late of &c. deceased, for and in consideration of the sum of &c. of lawful money of — to me the said A. B. by C. D. of &c. son of the said B. B. deceased, well and truly paid, the receipt whereof I do hereby acknowledge, have remised, released and forever quit claimed, and by these presents do remise, release, and forever quit claim unto the said C. B. all and all manner of dower, and right and title of dower whatsoever, which I the said A. B. now have, may, might, should, or of right ought to have or claim of, in or out of all and every the manors, messuages, lands, tenements, and hereditaments which were belonging to the said B. B. my late husband, at any time during the coverture between him and me the said A. B. situate &c. or elsewhere : And also all manner of action or actions, writ and writs of dower whatsoever ; so as neither I the said A. B. nor any other person for me,

or in my name, any manner of dower, or writ of action of dower, or any right or title of dower, of or in the said manors, lands, tenements and hereditaments, or of or in any part or parcel thereof, at any time hereafter shall or may have, claim, or prosecute against the said C. B. his heirs or assigns. In witness, &c.



### Release of mortgage.

THIS indenture, made this — day of —, in the year of our Lord &c. between C. D. of &c. of the one part, and M. C. of &c. of the other part. Whereas the said M. C. by his indenture of mortgage, bearing date on or about the — day of &c. duly executed, acknowledged and recorded in liber —, one of the land record books of &c. did for and in consideration of the sum of — current money, grant, bargain, sell, alien, enfeoff and confirm, unto the said C. D. his heirs and assigns, (state the lands as mortgaged) and also for the consideration aforesaid, the said M. C. did bargain and sell, unto the said C. D. his executors, administrators and assigns the following *goods and chattels*; that is to say (*state the goods and chattels as mentioned in the mortgage, and pursue the mortgage in the past tense to the end thereof,*) reference being had to the above recited deed of mortgage will more fully and at large appear: And whereas the said M. C. hath fully satisfied and paid to him, the said C. D. the above mentioned sum of money, and the interest thereon, he the said C. D. doth agree to execute this instrument of writing as a full release of the above mentioned *several parcels of land* and the *several goods and chattels*. Now this indenture witnesseth that the said C. D. for and in consideration of the payment of the above mentioned sum of money, and the interest thereon, and for and in consideration of the sum of one dollar current money to him in hand paid by the said M. C. the receipt whereof he the said C. D. doth hereby acknowledge, and himself to be fully satisfied, contented and paid, hath and by these presents doth give, grant, bargain, sell, release, enfeoff and confirm, unto him the said M. C. his heirs, *executors, administrators* and assigns, forever, *all* the above mentioned *several parcels of land*, and the *several goods and chattels* (except — which said — has been bargained, sold, released and confirmed, with the consent of the said M. C. to a certain T. T.) To have and to hold the said &c. to him the said M. C. his heirs, executors, administrators and assigns, forever, to his and their only proper use and behoof and to and for no other use, intent or purpose whatsoever.

In witness &c.



Release on payment of a sum of money owing on a bottomry bond which is lost, and covenant to deliver it up when found, and indemnify in the mean time.

KNOW all &c. that I, A. B. do hereby acknowledge to have had and received on the day of the date hereof, of and from C. D. of &c. the sum of —, which said sum I the said A. B. do hereby agree to accept, and do declare is for and in full payment and satisfaction of and for all monies due and payable unto me, upon and by virtue of a certain bond or obligation, under the hand and seal of the said C. D. and E. F. of &c. dated the &c. and to deliver up the said bond to be cancelled: But the said bond being at present mislaid; therefore, I the said A. B. do hereby for myself, my executors and administrators, acquit, release and forever discharge the said C. D. and E. F. and either of them, their and either of their heirs, executors and administrators, of and from the said bond or obligation, and all sum and sums of money therein, and in the condition thereof mentioned, and thereupon due and payable, and of and from all actions, suits, payments, costs, charges, judgments, extents, executions, claims and demands, in law and equity, for and concerning the same, in any manner whatsoever. And I the said A. B. do hereby for myself, my executors and administrators, covenant, promise and agree, to and with the said C. D. and E. F. and either of them, their and either of their executors and administrators, that when and as soon as the said bond or obligation shall be found, or come to my or their hands or possession, or to the hands or possession of any other person or persons to my knowledge or for my use, I and they shall and will deliver, or cause and procure the same to be delivered up to the said C. D. and E. F. their heirs, executors or administrators, or to some or one of them to be cancelled: And will also in the mean time, until the same shall be so found and delivered up, (at my and their cost and charges,) indemnify the said C. D. and E. F. their heirs, executors and administrators, and either and every of them, therefrom, and from all or any actions, suits, costs, charges, payments and damages, for or in any wise concerning the same. In witness &c.

Release from creditors (to one that took out letters of administration to the debtor,) upon their receiving £.—, in satisfaction of their debts, to be divided amongst them in proportion to their debts, — and covenant from them to refund in proportion, in case any debts of the deceased should appear.

TO all &c. A. B. C. D. E. F. G. &c. creditors of I. P. of &c. deceased, send greeting: Whereas the said I. P. at the time of his decease, owed and was indebted unto the several persons aforesaid, several sums of money, the particulars whereof, and other charges and disbursements on account of the said I. P. are particularly mentioned in the account hereunto annexed. And whereas, R. M. of &c. hath taken out letters of administration to the said I. P. and hath thereby received the sum in the next account mentioned, and hath paid and divided the same amongst us the said creditors in proportion, according to our said debts which we are satisfied is all that the goods and estates left by the said I. P. amounted unto. Now therefore know ye, that we the said creditors do hereby severally acknowledge to have received on the day of the date hereof, of and from the said R. M. administrator of the goods and chattels of the said I. P. as aforesaid, our respective full proportionable parts and shares, according to the debts to us severally due and owing by the said I. P. of the sum of £.—, of lawful &c. remaining of the estate of the said I. P. as in the said annexed account is mentioned. And therefore each of us the said creditors, for himself, his heirs, executors and administrators, and partners, severally and respectively, hath remised, released and forever discharged, and by these presents doth remise, &c. the said R. M. as administrator as aforesaid, his heirs, executors and administrators, of and from the said several debts and sums of money so remaining due and owing to us respectively, by and from the said I. P. as aforesaid, and from all manner of actions, suits, &c. which against the said I. P. or the said R. M. as administrator as aforesaid, we or either of us ever had, now have, or that we, our heirs, executors or administrators hereafter can, shall or may have, for, upon or by reason of the debts to us severally due and owing by the said I. P. deceased, or any other matter, cause or thing whatsoever, from the beginning of the world, unto the day of the date of these presents. And each of us the said creditors doth for himself, his executors, administrators and partners, only and severally, and not jointly, nor one for the other, covenant, promise and agree, to and with the said R. M. his executors and administrators, that if at any time hereafter, any other debt or debts or sums of money shall appear to be due and owing, by and from the said I. P. deceased, to any other person or persons, other

than what are mentioned in the said account annexed, and the same shall be demanded or recovered of the said I. P. his executors or administrators, that in such case each of us the said creditors shall and will upon demand, refund and pay, or cause to be paid unto the said R. M. his executors or administrators, our respective proportionable parts and share, according to the debts owing to us by the said I. P. as aforesaid, of all such debt or debts, or sums of money, which shall be so demanded or recovered of or from the said R. M. his executors or administrators, or which he or they shall so pay as aforesaid, for or on account of the said I. P. and of all costs, charges and damages, for or by reason of any such debt or debts, or any suits or other proceedings at law or equity, or otherwise concerning the same. In witness &c.



### Release from creditors to a debtor upon compound- ing his debts.

TO all &c. we who have hereunto set our hands and seals, creditors of I. B. late of &c. send greeting. Whereas the said I. B. oweth and is indebted to us his said creditors in several sums of money which he is not able fully to satisfy: We therefore have agreed, and do hereby agree, to accept of the sum of £—— of lawful &c. in full satisfaction of all the debts owing to us respectively at the sealing hereof, by and from the said I. B. which is paid by or for the said I. B. to C. and D. or one of them, creditors also of the said I. B. for the use and to the intent that the same may be shared and divided amongst us his said creditors according to the debts to us severally due and owing. Now therefore know ye, that for the consideration aforesaid, each of us the said creditors, who have hereunto set our hands and seals, for him and herself, his and her heirs, executors and co-partners, doth by these presents remise, release and forever discharge the said I. B. his heirs, executors and administrators, of and from all and all manner of action and actions &c. which against the said I. B. each and every of us his said creditors now hath, or which each and every of our heirs, executors or administrators respectively hereafter may, can or ought to have, claim or demand, for, upon or by reason of our several and respective debts, to us severally due and owing, or for or by reason of any other matter, clause or thing whatsoever, from the beginning of the world &c.

## A release pursuant to an award.

.....AND by these presents (according to and in pursu-  
 ance of a certain writing of award bearing date &c. made and  
 given under the hands and seals of ———) do &c. for, upon or  
 any ways concerning &c. in the said award mentioned, and every  
 or any part thereof ——— (*add the general words*) and from all &c.



## A release of an heir given to his guardian.

KNOW all men by these presents, that A. B. of &c. son and  
 heir of &c. deceased, hath remised, released and forever quit  
 claimed, and by these presents doth remise, release and forever  
 quit claim unto C. D. of &c. his guardian, all and all manner of  
 action and actions, suits, reckonings, accounts, debts, dues and  
 demands whatsoever, which he the said A. B. ever had, now  
 hath, or which he, his executors or administrators, at any time  
 hereafter can or may have, claim or demand against the said C.  
 D. his executors or administrators, for, touching or concerning the  
 management and disposition of any the lands, tenements or here-  
 ditaments of the said A. B. situate &c. or any part thereof; or for  
 or by reason of any monies, rents or other profits by him received  
 out of the same, or any payments made therefor, during the mi-  
 nority of the said A. B. or by reason of any other matter, cause  
 or thing whatsoever, from the beginning of the world unto the  
 day of the date of these presents. In witness, &c.



## A release of right and title to lands.

TO all to whom these presents shall come, A. B. of &c. send-  
 eth greeting; Know ye, that the said A. B. for and in consider-  
 ation of &c. hath remised, released and forever quit claimed, and  
 by these presents doth for him and his heirs, remise, release and  
 forever quit claim unto C. D. of &c. and to his heirs and assigns  
 forever, all the estate, right, title, interest, claim and demand  
 whatsoever, of him the said A. B. of, in or to all that the &c. &c.  
 with the appurtenances: And also all those pieces &c. situate &c.  
 To have and to hold the said &c. and premises above mentioned  
 unto the said C. D. his heirs and assigns, to the only proper use  
 and behoof of him the said C. D. his heirs and assigns forever, so  
 that neither he the said A. B. nor his heirs, nor any other person  
 or persons for him or them, or in his or their names or right,  
 shall or may by any ways or means whatsoever, at any time  
 hereafter claim, challenge or demand any estate, right, title



or interest of, in or to the said lands and premises, or any part thereof. But from all and every action and actions, estate, right, title, interest, claim and demand of, in or to the said premises, or any part or parcel thereof, they and every of them shall be forever barred by these presents. And the said A. B. and his heirs, the said lands, tenements, hereditaments and premises with the appurtenances, to the said C. D. his heirs and assigns, against him the said A. B. and his heirs, shall and will warrant, and forever defend. In witness; &c.

## OF SURRENDER BY DEED.

**A** SURRENDER by deed, is of a nature directly opposite to a release; for as that operates by the greater estates descending upon the less, a surrender is a falling of the less estate unto a greater. It is defined, a yielding up of an estate for life or years to him that hath the immediate reversion or remainder, wherein the particular estate may merge or drown by mutual agreement between them. It is done by these words, "*hath surrendered, granted and yielded up.*" Blackstone's Com.

To make a good surrender by deed, these things are required, viz. that the surrenderer must have an estate in possession in the land &c. surrendered; the surrender must be made to him that hath the next estate in remainder or reversion, without any estate coming between them, and the surrenderee must have a greater estate in his own right, in the thing surrendered, than the surrenderer. Co. Lit. 338.

The surrenderer must be in possession; and the surrenderee must have a higher estate, in which the estate surrendered may merge; therefore tenant for life cannot surrender to him in remainder for years. Bl. Com.

And besides this surrender in deed, there is a surrender in law; as if lessee for life or years, accept a new lease of the same thing contained in the former lease, this by implication is a surrender in law of the first lease. Co. Lit. 337. Plowd 194.

If a lessee for life doth accept of a lease for years, it will be a surrender of his estate; and a tenant for twenty years, accepting a lease of the same land for one year; this is said to be a surrender of the lease for twenty-one years. Aley's Rep. 59.

## Deed of surrender to a person having the reversion in fee.

KNOW all men by these presents, that I, A. B. of &c. for and in consideration of the sum of &c. to me in hand paid by C. D. of &c. the receipt whereof I do hereby acknowledge, have surrendered, granted and yielded up, and by these presents do surrender, grant and yield up unto the said C. D. his heirs and assigns, all that messuage &c. (*here describe the premises*) and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises: To have and to hold the said messuage &c. and all and singular other the premises above granted and surrendered, and every part and parcel thereof, with the appurtenances, unto the said C. D. his heirs and assigns, to the only proper use and behoof of him the said C. D. his heirs and assigns forever. In witness &c.



## A surrender of a term of years.

KNOW all men by these presents, that whereas I, A. B. of &c. am possessed of, and interested in one messuage &c. the remainder of a certain term of — years, the reversion whereof doth belong to C. D. of &c. Now know ye, that I the said A. B. for and in consideration of the sum of &c. of lawful money of — to me in hand well and truly paid by the said C. D. at or before the sealing and delivery of these presents, the receipt whereof, I the said A. B. do hereby acknowledge, have granted, surrendered and yielded up, and by these presents do grant, surrender and yield up, unto the said C. D. his heirs and assigns forever, the said messuage &c. above mentioned, and all the estate, right, title, claim and demand whatsoever, of me the said A. B. of, in and to the said premises, and every part thereof, with the appurtenances, so that neither I the said A. B. my executors, administrators or assigns, or any of them, shall or may have, claim, challenge or demand the said premises, or any part thereof, or any estate, right, title or interest of, in or to the same; but shall and will at all times hereafter, of and from all right, title and interest of and in the said premises, and every part thereof, be barred and forever excluded by these presents: And I the said A. B. for myself, my heirs, executors and administrators, do hereby covenant, grant, promise and agree, to and with the said C. D. his heirs and assigns, that he the said C. D. his heirs and assigns shall and may at all times hereafter, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy, all and singular the said premises above mentioned, and every part thereof, with the appurtenances, without the lawful let, suit, trouble, hindrance, molestation, in-

interruption or disturbance, of me the said A. B. my executors, administrators or assigns, or of any other person or persons claiming under me, them or any of them. In witness &c.



## A surrender or declaration of trust on a mortgaged term.

WHEREAS in and by one indenture of demise, or bargain and sale, bearing date &c. made or mentioned to be made, between A. B. of &c. of the one part, and C. D. of &c. of the other part, the said A. B. for the consideration therein mentioned, did demise, grant, bargain and sell, unto the said C. D. his executors, administrators and assigns, all those messuages &c. (*here describe the premises mortgaged*) to hold unto the said C. D. his executors, administrators and assigns, for the term of — years, from thence forth next ensuing: In which said indenture was contained, a proviso or condition to make the same defeasible and void, on payment by the said A. B. to the said C. D. of the sum of — &c. of lawful money &c. with legal interest for the same, at a certain day therein particularly mentioned, as in and by the said indenture of demise or mortgage, relation being thereunto had, may more fully and at large appear: Now know all men by these presents, that I the said C. D. do hereby signify and declare, that the said sum of &c. so secured to be paid and payable out of the said mortgaged premises, as aforesaid, are the proper monies of the said E. F. of &c. and that the name of me the said C. D. was only used in trust for the benefit and behoof of the said E. F. his executors, administrators and assigns, in the above in part recited indenture of demise or mortgage, and therefore in discharge of the said trust in me reposed as aforesaid, I the said C. D. have at the request of the said E. F. surrendered, assigned and set over, and by these presents do grant, bargain, sell, assign and set over, unto the said E. F. his executors, administrators and assigns, all the estate, right, title, interest, use, trust, benefit, claim and demand whatsoever, which I the said C. D. have or may have or claim of, in or to the said messuages &c. and other the premises in and by the said in part recited indenture of demise or mortgage, granted to me as aforesaid, or of or in any matter or thing in the said indenture mentioned and contained; so that neither I the said C. D. my executors, administrators or assigns, or any of us, at any time hereafter, shall or will ask, demand, claim or challenge any interest, benefit, trust or privilege, in any respect or manner whatsoever, in or to the said above surrendered and assigned premises, or any part thereof, by reason, colour or means of the said in part recited indenture of demise or mortgage, or any covenant, proviso, matter or thing therein contained, or otherwise howsoever.

ver; but thereof and therefrom, and of and from all actions, suits and demands whatsoever, which I, my executors, administrators or assigns, or any of us, may have concerning the same, shall be wholly and entirely debarred. In witness &c.



### A declaration of trust by way of assignment.

THIS indenture, made &c. between T. B. of &c. of the one part, and M. K. of &c. of the other part. Whereas in and by one indenture &c. (*here recite the mortgage.*) Now this indenture witnesseth, that the said T. B. doth hereby acknowledge and declare, that the sum of ———, in the said in part recited indenture or deed of mortgage mentioned, was all the proper money of the said T. B. and that the name of him the said T. B. was used therein only in trust for the said M. K. his executors, administrators and assigns; And therefore the said T. B. in pursuance of the trust reposed in him as aforesaid, by the said M. K. and also for and in consideration of the sum of *five dollars* current money of the United States of America, to him in hand paid by the said M. K. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said M. K. his executors, administrators and assigns, all and singular the said tract of land and premises before mentioned, in and by the said in part recited indenture or deed of mortgage granted, with their and every of their appurtenances, and also all the estate, right, title, interest, property, claim and demand whatsoever, of him the said T. B. of, in or to the said premises, and every part and parcel thereof, together with the said in part recited indenture of demise or mortgage; To have and to hold the said tract of land and premises hereby granted and assigned, or mentioned or intended so to be, unto the said M. K. his executors, administrators and assigns, for all such estate as he the said T. B. hath or ought to have therein; And the said T. B. for himself, his heirs, executors and administrators, doth covenant and grant, to and with the said M. K. his executors, administrators and assigns, that he the said T. B. hath not made, committed, acted or done, or caused or procured to be made, committed, acted or done, any act, matter or thing, whereby, or by reason or means whereof, the said tract of land and premises, or any part thereof, are, may or can be charged or incumbered, in title, charge, estate or otherwise howsoever. In witness, &c.



## OF COVENANTS, &amp;c.

**A** COVENANT is the consent or agreement of two or more persons, made by deed in writing, to do or not to do, some act or thing, contracted between them, and ought to be sealed and delivered.

All covenants between persons, must be to do what is possible and lawful, or they will not be binding. Jacob's Dict.

All covenants must, as to time and place be exactly performed, and no cause of action can arise from thence, until some breach thereof.

If no time be limited for the doing a thing, it shall be done in a reasonable time. Wood's Inst.

Covenants are generally taken most strongly against the *covenantor* and for the *covenantee*; but it is a rule in law, that where one thing may have several intendments, it shall be construed in the most favorable manner for the *covenantor*, and the last words (that are general) in a covenant shall be expounded by the first words, which are special and particular.

Where there is any agreement under hand and seal, action of covenant may be brought on it. Wood's Inst.

Every contract or agreement ought to be dissolved by matter of as high a nature as it was made. Ibid.



Covenant from the assignee of a lease to pay the rents reserved by the original lease, and to perform the covenants therein contained.

AND the said C. M. for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree, to and with the said F. N. his executors, administrators and assigns, that he the said C. M. his executors, administrators or assigns, or some or one of them, shall and will from time to time, and at all times hereafter, for and during the remainder of the said term of *sixty* years now to come and unexpired, well and truly pay or cause to be paid, the said yearly rent of ——— dollars, at the time and in such manner as the same in and by the said recited indenture of release is reserved, and which shall from henceforth grow due, and perform all and every the covenants, clauses and agreements, contained in the said recited indenture of lease, and which, on the part and behalf of the tenant or lessee, are or ought from henceforth to be kept and performed, and also shall and will, from time to time and at all times hereafter, save, defend, keep harmless and

indemnified, the said F. N. his heirs, executors and administrators, of, and from all costs, charges, suits, damages and expences whatsoever, which he, they or any of them shall or may bear, pay, sustain or be put unto, by reason or means of the non-payment of the said yearly rent of — dollars, or any part thereof, which from henceforth shall become due and payable, or any future non-observance or non-performance of any of the covenants contained in the said recited indenture of lease, or either of them.



### Covenant....Done no act to incumber.

AND the said F. N. for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said C. M. his executors, administrators and assigns that he the said F. N. hath not, at any time heretofore made, done, executed or committed, or wittingly or willingly suffered any act, deed, matter or thing whatsoever, whereby or by means whereof the said hereby *assigned* premises, or any part thereof, are, is, shall or may be impeached, charged, affected or incumbered, in title, charge, estate, or otherwise howsoever.



### Covenant....For peaceable enjoyment.

AND the said F. N. for himself, his heirs, executors and administrators doth covenant, promise and agree to and with the said C. M. his executors, administrators and assigns, by these presents, in manner following; that is to say, that he the said C. M. his executors, administrators and assigns, well and truly paying the rents and performing the covenants and agreements by and in the said recited indenture of lease, reserved and contained on the part and behalf of the tenant or lessee to be paid, done and performed, shall and may lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the said pieces or parcels of ground &c. &c. herein before mentioned to be hereby bargained, sold, assigned, ratified and confirmed, or intended so to be, with their appurtenances, and receive and take the rents, issues and profits thereof, and of every part thereof, to and for his and their own proper use and benefit, for and during all the rest and residue of the said term of sixty years therein mentioned, without the lawful let, suit, trouble, interruption, claim or demand, of or by the said F. N. his executors, administrators or assigns, or any other person or persons having, or lawfully claiming or to claim any estate, right, title or interest of, in or to the same, by, from, under or in trust for him the said F. N. his executors, administrators or as-

signs, or any of them; And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said F. N. his executors or administrators, well and sufficiently saved, kept harmless and indemnified, of, from and against all and all manner of former and other deeds, gifts, grants, bargains, sales, assignments, mortgages, wills, surrenders, re-entries, judgments, executions, arrears of rent, taxes, assessments and of, from and against all other estates, titles, troubles, charges and incumbrances.



Covenant from the mortgagers that they are seized, &c.

AND for the considerations aforesaid, the said I. G. and A. G. for themselves jointly and severally, and for their several and respective heirs, executors and administrators, and for every of them, do and each of them doth covenant, promise, grant and agree, to and with the said I. P. his heirs, executors, administrators and assigns, by these presents, in manner and form following: that is to say, that they the said I. G. and A. G. now at the time of the sealing and delivery of these presents, are lawfully and rightfully seized of a good estate of freehold and inheritance in fee simple, of and in the said *buildings, plantations, lands, grounds, negroes, slaves, utensils, hereditaments* and premises hereby granted and released, with the appurtenances, and now have in themselves good right, and lawful power and authority, to grant and release the same premises to the said I. P. his heirs, executors, administrators and assigns, subject to such proviso and condition as aforesaid.



Covenant, from the mortgagors that they will pay the money.

AND also that they the said I. G. and A. G. their heirs, executors or administrators, or some or one of them, shall and will well and truly pay, or cause to be paid unto the said I. P. his executors, administrators and assigns, the said sum of ——— together with interest for the same, after the rate aforesaid, at such times, and in such proportions and manner, as in and by the condition of the said recited bond are mentioned and appointed for payment thereof.

Covenant....that in case of non-payment mortgagee to enter, &c.

AND also that if default shall be made in payment of the said sum of ———, and interest, or any part thereof at the times and in the proportions and manner aforesaid, then and from thenceforth it shall and may be lawful to and for the said I. P. his heirs and assigns, to enter into and upon the said *buildings, plantations, lands, grounds, hereditaments* and premises hereby granted and released, or intended so to be, with the appurtenances, and every part and parcel thereof, and to have, hold, possess and enjoy the same, and the *negroes, slaves, utensils and implements* thereon, and receive and take the rents, issues, profits, crop and produce thereof, and of every part thereof, to and for the use and benefit of the said I. P. his heirs and assigns, without any lawful let, suit, interruption, disturbance, claim or demand whatsoever, of, from or by the said I. G. and A. G. or either of them, or any other person or persons whatsoever.



Covenant, that the mortgaged premises are free from former incumbrances.

AND that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said I. G. and A. G. or one of them, or the heirs, executors or administrators, of them or one of them, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all manner of former and other bargains, sales, jointures, dowers, entails, mortgages, judgments, statutes, debts, charges and incumbrances whatsoever.



Covenant by mortgagors for further assurances.

AND that if default shall be made in payment of the said sum of ——— and the interest thereof, or any part thereof as aforesaid, then the said I. G. and A. G. and each of them, their and each of their heirs and assigns, and all and every other person and persons having or lawfully claiming or to claim any estate, right, title, trust or interest of, in or to, or out of the said premises hereby granted and released, or any part thereof, shall and will at all times henceforth, at the request of the said I. P. but at the costs and charges of the said I. G. and A. G. or one of them, or the heirs, executors or administrators, of them or one of them, make, do, seal, deliver, acknowledge, levy, suffer and execute, or cause and procure to be made, done, sealed, delivered, acknowledged,



levied, suffered and executed, all and every such further and other lawful and reasonable act or acts, deed and deeds, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting and confirming the said *plantation, lands, grounds, edifices, buildings, negroes, slaves, utensils* and other hereditaments and premises, hereby granted and released, or intended so to be, with the appurtenances, unto the said I. P. his heirs and assigns forever, or as the said I. P. his heirs or assigns, shall direct or appoint, freed or discharged, of and from all equity of redemption whatsoever, as by him the said I. P. his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised or required.



Covenant that mortgagors may enjoy until default is made in payment.

PROVIDED always, that until default shall be made of or in payment of the said sum of —, and interest, or some part thereof, in breach of the condition of the said recited bond, and of the proviso and covenant herein before on that behalf contained, it shall and may be lawful to and for the said I. G. and A. G. their heirs, executors and administrators, to hold and enjoy the said *plantations, lands, grounds, edifices, buildings, negroes, slaves, utensils, hereditaments* and premises, hereby granted and released, or intended so to be, with their and every of their appurtenances, and the rents, issues and profits, and produce thereof, to take and receive to their own use, without any lawful let, suit, interruption, disturbance, claim or demand whatsoever, of, from or by the said I. P. his heirs or assigns, or any person or persons lawfully claiming or to claim, by, from or under him, them or any of them.



Covenant from bargainor that he is seized of the premises, which are free from incumbrances.

AND the said B. R. for himself, his heirs, executors and administrators, doth hereby covenant, promise, grant and agree, to and with the said B. E. his heirs, executors, administrators and assigns, that before the sealing and delivery hereof, he the said B. R. is the true, sole and lawful owner of the before mentioned *tract or parcel of land* and premises, and is lawfully seized and possessed of the same in his own proper right, as a good, perfect and absolute estate of inheritance in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell, convey and confirm, the said *tract or parcel of land* and premises, unto the said

B. E. his heirs and assigns, in manner as aforesaid ; and that the said B. E. his heirs and assigns, shall and may from time to time, and at all times forever hereafter, by force and virtue of these presents lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said *tract or parcel of land* and premises, with the appurtenances, free and clear, and freely and clearly acquitted, exonerated and discharged of, from all and all manner of former or other gifts, grants, bargains, sales, leases, mortgages or incumbrances, of what name or nature soever, that might in any measure or degree obstruct or make void these presents.



Covenant from bargainor, that he will warrant and defend, &c.

AND the said B. R. for himself, his heirs, executors and administrators, doth hereby further covenant, promise, grant and agree, to and with the said B. E. his heirs, executors, administrators and assigns, that he the said B. R. and his heirs, the said *tract or parcel* of land and premises, hereby granted, bargained and sold, and every part and parcel thereof, with the appurtenances thereunto belonging, to him the said B. E. his heirs and assigns, against him the said B. R. and his heirs, and against all and every person or persons whatsoever, claiming any right, title or interest, of, in or to the same, or any part thereof, shall and will hereafter warrant and forever defend by these presents.



Covenant by bargainor for further assurances.

AND the said B. R. for himself, his heirs, executors and administrators, doth further covenant, grant, promise and agree, to and with the said B. E. his heirs, executors, administrators and assigns, that he the said B. R. and his heirs, shall and will, at all times hereafter, whenever required thereto by the said B. E. his heirs or assigns, make, do, execute and acknowledge, all and every such further assurance or assurances, deed or deeds, conveyance or conveyances, devise or devises in the law, as he the said B. E. his heirs or assigns, or his or their counsel learned in the law, may or shall advise, devise or require, for the more certain and effectual assuring, conveying and quieting, the possession of the said B. E. his heirs and assigns, of, in and to the said *tract or parcel* of land and premises, with the appurtenances, forever.

Covenant in a lease, that the lessor may, upon six months notice, take part of the premises into his own hands.

AND also that if the said A. M. his executors, administrators or assigns, shall at any time, during the term hereby granted unto the said C. D. as aforesaid, be inclined to take the shop, now in the possession or occupation of &c. (being part of the messuage or tenement hereby demised) into his or their own hands, use or possession, otherwise to let or dispose thereof, and shall give unto the said C. D. his executors, administrators or assigns, six months notice in writing, of such his or their mind or intention, that at or immediately after the end or expiration of the said six months, it shall or may be lawful to and for the said A. M. his executors, administrators or assigns, to enter upon, have, hold, occupy and enjoy the said shop, from thenceforth, for and during all the rest, residue and remainder of the said term which shall be then to come and unexpired; the said A. M. hereby covenanting, promising and agreeing, that he the said A. M. his executors and administrators, shall and will discount and allow, or otherwise, that it shall and may be lawful to and for the said C. D. his executors, administrators and assigns, to deduct and retain the sum of &c. yearly and every year, out of the said rent of &c. hereby reserved, which is to be in full satisfaction for the said shop; any thing herein contained to the contrary thereof notwithstanding.



Covenant or proviso in a lease, allowing the tenant to be free before the end of the term granted.

PROVIDED also, and it is hereby covenanted and agreed, by and between the said parties to these presents, that if he the said C. D. his executors, administrators or assigns, shall be desirous to leave the said premises at the end of *seven* years, or *fourteen* years, after the commencement of this present lease or demise, and thereof shall give six months notice or warning in writing, under his or their hands, unto the said A. M. his heirs or assigns, (*if the lessor have only temporary interest, then write, executors &c.*) of such his or their mind and intention, ——— immediately proceeding the determination of the said term or time of *seven* years, or *fourteen* years respectively; that then and immediately after the expiration of the said term of *seven* years, or *fourteen* years respectively, and of such respective notice given as aforesaid, the term and estate of *twenty-one* years hereby granted as aforesaid, shall

cease, determine, and be utterly void ; any thing in these presents contained, to the contrary thereof in any wise notwithstanding.

NOTE....This covenant or proviso must immediately follow the proviso for re-entry on non-payment of rent,

---

## OF RECOGNIZANCES.

---

A RECOGNIZANCE is an obligation of record, which a man enters into before some court of record, or magistrate duly authorised, with condition to do some particular act ; as to appear at the quarter sessions, to keep the peace, to pay a debt, or the like. It is in most respects like another bond.

2 Bl. Com. 341.

And these recognizances, in some cases, the justices of the peace are enabled to take by the express words of certain statutes ; but in other cases (as for the peace, and behavior and the like) it is rather in congruity, and by reasonable intendment of law, than by any express authority given them either by their commission, or by the statute law.

Crom. 125. Delt. c. 168.

~~~~~

Recognizance with security, for the appearance of an offender to answer, &c.

STATE OF MARYLAND, ——— County, to wit:

BE it remembered, that on this ——— day of ——— in the year &c. personally appears A. B. of &c. C. D. of &c. and E. F. of &c. before me the subscriber one of the &c. (*as the case may be*) and acknowledge themselves to owe and stand justly indebted unto the State of Maryland ; that is to say, the said A. B. in the sum of ——— current money, and the said C. D. and E. F. each in the sum of ——— current money, which said respective sums, they, and every of them, acknowledge shall be respectively made and levied of their and every of their bodies, goods, chattels, lands and tenements, to and for the use of the said state, in case the said A. B. shall not make his personal appearance before the ——— court, to be held at &c. (*as the case may be.*) And then and there answer to a prosecution of the said state against him for ———

and shall not abide by the judgment of the said court of and upon the said premises, and shall depart the said court without the leave thereof.

Taken and acknowledged before I. S.



Recognizance with security, for the appearance of a witness to testify against an offender.

STATE OF MARYLAND, ——— County, sc.

BE it remembered, that on this — day of — in the year —, personally appears A. I. of &c. and C. D. of &c. before the subscriber, one of the &c. (*as the case may be*) and acknowledge themselves to owe and stand justly indebted unto the state of Maryland; that is to say, the said A. I. in the sum of — current money, and the said S. S. in the sum of — current money, which said respective sums they and each of them, acknowledge shall be respectively made and levied of their and each of their bodies, goods, chattels, lands and tenements, to and for the use of the said state, in case the said A. I. shall not make his personal appearance before the &c. (*as the case may be*) and then and there give evidence for and on behalf of the said state against A. B. of — county, for &c. &c.

Taken and acknowledged before I. S.



Recognizance (without security) for the appearance of a witness to testify against an offender, taken by a justice of the peace.

MARYLAND, ——— County, sc.

BE it remembered, that on this — day of — in the year &c. personally appears A. W. of the county aforesaid, before me the subscriber, one of the justices of the peace of the said state, for the county aforesaid, and acknowledges himself to owe and stand justly bound unto the state of Maryland in the sum of — current money, which he acknowledges shall be made and levied of his body, goods, chattels, lands and tenements, to and for the use of the said state, in case he the said A. W. shall not make his personal appearance before — county court, to be held at —, in and for the county aforesaid, on the &c. next, and then and there give evidence for and on behalf of the said state against a certain A. B. for &c. &c.

Taken and acknowledged before I. S.

Recognizance, to keep the peace and be of good
behaviour.

MARYLAND, ——— County, sc.

BE it remembered, that on this ——— day of ——— in the year &c. A. O. of the county aforesaid, A. S. of &c. and B. S. of &c. personally appear before me the subscriber, one of the justices of the peace of the said state in and for the county aforesaid, and acknowledge themselves to owe and stand justly bound unto the said state of Maryland, that is to say, the said A. O. in the sum of ——— current money, and the said A. S. and B. S. each in the sum of ——— current money, which said respective sums, they and every of them acknowledge shall be respectively made and levied of their and every of their bodies, goods, chattels, lands and tenements, to and for the use of the said state, if he the said A. O. shall fail in performing the condition hereunder written.—The condition of this recognizance is such, that if the above bound A. O. shall personally appear at the next court, to be held &c. in and for the county of ——— aforesaid, to do and receive what shall then and there be enjoined him by the said court, and in the mean time shall keep the peace (*or, be of good behaviour; or, shall keep the peace and be of good behaviour,*) towards the said state of Maryland, and all its citizens, and especially towards A. I. of &c. (who in this instance hath required the same;) then the said recognizance shall be void, or else remain in full force.



Forcible detainer, record thereof by justices on
their own view.

MARYLAND, ——— County, sc.

BE it remembered, that on this ——— day of ———, at ——— in the county of ——— aforesaid, A. B. complaineth to us, I. P. &c. three of the justices &c. that C. D. late of ———, and E. F. late of ———, in the messuage of him the said A. B. being the dwelling house of him the said A. B. situate within the town of ——— aforesaid, did enter, and him the said A. B. of the messuage aforesaid, whereof the same A. B. at the time of the entry aforesaid was seized as the freehold of him the said A. B. for the term of his life, (*or, in his demesne as of fee*) unlawfully ejected, expelled and amoved, and the said messuage from him the said A. B. unlawfully, with strong hand and armed power, do yet hold, and from him detain, against the form of the statute in such case made and provided; whereupon the same A. B. now is, to wit, on this said ——— day of ———, at ——— aforesaid, prayeth of us, so as aforesaid, being justices, that to him in this behalf a due remedy be

provided, according to the form of the statute aforesaid, which complaint and prayer by us, the aforesaid justices, being heard, we the aforesaid I. P. &c. justices aforesaid, to the messuage aforesaid personally have come; and do now here find and see the aforesaid C. D. and E. F. the aforesaid messuage, with force and arms, unlawfully, with strong hand and armed power, detaining against the form of the statute in such case made and provided, according as the said A. B. so as aforesaid hath unto us complained; therefore it is considered by us, the aforesaid justices, that the aforesaid C. D. and E. F. of the detaining aforesaid with strong hand, by our own proper view now here as aforesaid, as is aforesaid had, are convicted, and each of them is convicted, according to the form of the statute aforesaid; whereupon we the justices aforesaid, upon each of the aforesaid C. D. and E. F. do set and impose severally a fine of — to be paid by them, and each of them severally, to the said state, for the said offence. And do cause them and each of them, to be arrested; and the same C. D. and E. F. being convicted and each of them being convicted, upon our own view of the detaining aforesaid with strong hand, as is aforesaid by us, the aforesaid justices, are committed and each of them is committed to the jail of the county aforesaid, there to abide respectively until they shall have paid their said several fines respectively to the said state for their respective offences, concerning which the premises aforesaid, we do make this our record. In witness whereof, &c.



Forcible entry and detainer, record thereof removed by certiorari &c.

————— County, sc.

BE it remembered, that heretofore, to wit, on the — day of —, in the year &c. complaint was made unto us the subscribers; two of the justices of the peace of the state of Maryland, for — county aforesaid, that a certain D. D. late of — county, *farmer*, on the — day of —, in the year — with force and arms, and with strong hand, did unlawfully enter into, and make forcible entry into a certain messuage, and — acres of land, with the appurtenances, situate and being in the county aforesaid, whereof P. P. late of the said county —, was then seized in his demesne as of fee, against the form of the statute in such case made and provided; wherefore we the subscribers, justices as aforesaid, on behalf of the state of Maryland, did issue our warrant under our hands and seals, bearing date the day and year aforesaid, and directed to — esquire, sheriff of the county aforesaid, thereby commanding the said sheriff, that he summon, and cause to come before us the subscribers, justices as aforesaid, at the house of —, situate in the said county, on the — day

of — then next, twenty-four sufficient, lawful and indifferent persons, dwelling near about the said messuage and land, so forcibly entered into as aforesaid, to enquire upon their oaths for the said state of Maryland, of and concerning the said forcible entry, so made as aforesaid, and that the said sheriff should have there then the names of the jurors and that writ: And now here at this day, to wit, the said — day of — in the year aforesaid, and the day of the return of the writ aforesaid, the said sheriff to whom the said writ was in form aforesaid directed, to wit, — esquire, now here, at the house of —, situate in the county aforesaid, makes return to us the subscribers, justices as aforesaid, of the said writ, to him in form aforesaid directed, thereon indorsed, that he had, pursuant to the command of the said writ, summoned A. B. C. D. (*naming the jurors*) twenty-four sufficient and indifferent persons, dwelling near about the said land and tenements, so forcibly entered into as aforesaid, as by the said writ he was commanded; whereupon the said jurors being called, certain of them, to wit, (*enter their names, being 17, 19, 21 or 23 in number,*) appear, and being sworn and charged to enquire for the said state of Maryland, of and concerning the said forcible entry, so made as aforesaid, upon their oath exhibiteth to us the subscribers, justices as aforesaid, their inquisition in the words and of the tenor following, to wit, (*enter the inquisition:*) And now here comes before us the subscribers, justices as aforesaid, the said D. D. and produces the writ of the state of Maryland of *certiorari*, in the words and of the tenor following, to wit: (*enter the certiorari;*) Whereupon, in pursuance of the command contained in the said writ, we the subscribers, justices as aforesaid, now here transmit unto the said *general court*, the record of the plaint aforesaid, with all things touching the same, in as full and ample manner as the same now remains before us, together with the said writ, so that the said *general court* may be able thereon to proceed, and to do what shall appear of right ought to be done. Given under our hands and seals, at — aforesaid, this — day of — &c.

A. B. { SEAL }

C. D. { SEAL }



Forcible entry and detainer, record thereof.

The same as the preceding 'till after the inquisition.

WHEREUPON we the justices aforesaid, now here issue forth to the sheriff of the county aforesaid our summons, to cause the said D. D. to come and answer, and which said summons is

in the words following, to wit: (*enter summons*;) *the same day is given to the said P. P. who as well for the said state as for himself, in this behalf prosecuteth, &c. then and there &c.* And now here at this day, to wit, &c. comes again before us at the place aforesaid, the said P. P. who prosecuteth as aforesaid, and the said sheriff, to whom the said summons was in form aforesaid directed, now here returns to us the said summons thereon endorsed, to wit, (*enter return*;) whereupon the said D. D. now here comes in his proper person, pursuant to such summons, and having heard the said inquisition read, the said D. D. saith that he is not guilty thereof, and concerning thereof he putteth himself upon the country; *And the said P. P. who prosecuteth as aforesaid in this behalf, doth the like*; therefore the sheriff of the county aforesaid is commanded to come here, on &c. twelve &c. who neither &c. to recognize &c. because &c.

And now here at this day, to wit, &c. come again the parties aforesaid before us, at the place aforesaid; and the said sheriff, to wit, R. H. esquire, now here returns that he hath twelve &c. as by the said precept he was commanded, and the said jurors being called, come; that is to say, (*name the petit jury*) who being empannelled and sworn to speak the truth of and upon the premises above specified do say, upon their oath, that the said D. D. is not guilty of the premises aforesaid, in the said inquisition above specified, as the said D. D. for himself above by his plea hath alledged; whereupon it is considered by us, the justices aforesaid, that the said D. D. of the premises aforesaid, in the inquisition aforesaid above specified, be discharged, and go thereof without a day.

(*If the jury find the defendant guilty, then say*)

Do say upon their oath, that the said D. D. is guilty of the premises aforesaid in the inquisition above specified, as by the said inquisition is above found; therefore it is considered by us, the justices aforesaid, that the said P. P. have restitution of the premises aforesaid, in as full and ample manner as he was before the said disseisin by the said D. D.



Forcible entry and detainer, warrant to summon the grand inquest.

County, sc.

I, A. B. one of the justices of the peace of the state of Maryland, for the county aforesaid, to the sheriff of the county aforesaid, greeting. Whereas complaint hath been made to me, that D. D. late of &c. on the — day of — with force and arms, and with strong hand, did unlawfully enter into, and make forcible entry into — whereof P. P. late of &c. was then seized in

his demesne as of fee, against the form of the statute in such case made and provided; therefore, on behalf of the state of Maryland, I do command you, that you immediately cause to come before me, at — in the said county, twenty-four sufficient and indifferent persons, dwelling near about the said tenements, so forcibly entered into as aforesaid, to enquire upon their oaths for the state of Maryland, of and concerning the said forcible entry, so made as aforesaid; And have you then the names of the jurors and this writ. Given under my hand and seal, this — day of — &c.



Forcible entry and detainer, summons or notice
for the party to appear.

———— County, sc.

I, A. B. one of the justices &c. to D. D. of — county, greeting. Whereas by an inquisition, taken before me at — on, &c. it was found, that you, on &c. (*state the inquisition*) you are therefore hereby required to be and appear before me, at the house of — in the said county, on the &c. between the hours of — and — o'clock of the forenoon of the same day, to shew cause, if any you can, why restitution of the said tenement should not be made to the said P. P. according to the form of the statute in such case made and provided.

Given under my hand and seal, this &c.



Forcible entry and detainer, writ of restitution
therein.

———— County, sc.

I, A. B. one of the justices &c. to the sheriff of the county aforesaid, greeting. Whereas by an inquisition taken before me the said A. B. on the &c. at &c. by the oath of C. D. &c. it was found that &c. (*state the inquisition*;) as by the said inquisition more fully appears; therefore on behalf of the state of Maryland, I charge and command you, that, taking with you the power of the county if it be needful, you go to the said tenements and premises, and cause the same, with the appurtenances, to be re-seized, and that you cause the said P. P. to be restored and put into his full possession thereof, according to the form of the statute in such case made and provided, and this you shall in no wise omit, on the penalty thereon incumbent.

Given under my hand and seal, this &c.

Forcible entry and detainer, inquisition thereon.

MARYLAND, ————— County, sc.

AN inquisition taken for the state of Maryland, at ——— in ——— county aforesaid, on the ——— day of ———, before I. W. and K. W. esquires, two of the justices of the peace of the said state for the county aforesaid, by the oath of R. H. (*any number more than eleven, and less than twenty-four,*) good and lawful men of the said county, who on their oath do say, that W. L. and I. C. of ——— county aforesaid, gentlemen, lawfully and peaceably were seized in their demesne as of fee, of and in ——— acres of plantable land, with the appurtenances, called ——— lying in ——— county aforesaid, their peaceable possession thereof did continue until R. W. of ——— county, ——— and other evil doers, to the jurors aforesaid unknown, on the ——— day of ——— last past, with force and arms; that is to say, with staves, swords, guns and other offensive and defensive arms, into the aforesaid ——— acres of plantable land, with the appurtenances, did enter, and the aforesaid W. L. and I. C. from thence did disseize and with strong hand expel, and being so disseized and expelled from the aforesaid ——— acres of plantable land, with the appurtenances, from the aforesaid ——— day of ——— aforesaid, until the day of taking this inquisition, with strong hand and armed power held out, and still doth hold out, to the great disturbance of the peace, government and dignity of the state of Maryland, and against the form of the statute in that case made and provided, whereof the said R. W. or any other person whose estate he or they have, had any estate in the aforesaid ——— acres of plantable land, with the appurtenances, or of any parcel thereof, within three years next before the forcible entry and detainer aforesaid, or at any other time, to the notice of the jurors aforesaid.

True bill. R. H. foreman.

This inquisition taken this ——— day of ———, &c.

IN witness whereof, we have hereunto set our hands and seals.

I. G. sheriff.
&c. &c.

Forcible detainer by a tenant for years, record thereof.

See the act of November session, 1793, ch. 43.

————— County, sc.

BE it remembered, that heretofore, to wit: on the ——— day of ———, complaint was made unto us the subscribers, two of the justices of the state of Maryland, for the county aforesaid, by P. R.

of said county, *widow*, that S. R. of the same county, *farmer*, heretofore a tenant of the said P. of and in one lot or messuage of ground, whereon is a mansion house, and other out houses, situate in — county, which said mansion house and lot of ground the said P. was desirous to have again and repossess: And the said S. R. being in possession thereof, the said house and messuage whereof she the said P. was seized as of the freehold of her the said P. *for the term of her life*, unlawfully, with strong hand and armed power, did retain and doth yet retain, against the form of the act of assembly, in such case made and provided, and against the peace, government and dignity of the state, and due proof being made unto us the said justices, to wit: I. D. and T. T. by the said P. that she had given more than one month's notice in writing to the the said S. R. tenant of the premises, to remove and quit the same, the term being expired for which the premises had been letten to the said S. R. and one month and more having elapsed since the said notice, and due proof being also made unto us by the said P. that she had been quietly and peaceably possessed of the land and tenements aforesaid, so demanded to be delivered up as aforesaid; we the said I. D. and T. T. did issue our warrant, under our hands and seals, to the sheriff of — county directed, commanding him to summon twelve good and lawful men of said county, to be and appear on the premises before us, on the — day of — then next ensuing: And we the said justices did also, at the same time, issue our summons to the said S. R. the tenant in possession, to be served by the said sheriff, that he should be and appear on the said day, and at the place aforesaid, to shew cause, if any he should have, why restitution of the possession of the premises so demanded, should not be forthwith made to said P. her heirs, executors, administrators or assigns: And now here at this day, to wit: the said — day of — before us, the justices aforesaid, on the premises aforesaid, comes the said P. and R. H. esquire, to whom the said several precepts were directed, makes return of the warrant aforesaid, on which he certified that he had summoned M. H. &c. twelve good and lawful men of the county aforesaid: And the said R. H. also makes return of the summons aforesaid, on which he certified that he had summoned the said S. R. to be and appear, &c. as by the said summons he was commanded: And now here comes before us the said S. R. pursuant to such notice: Whereupon the said jury, being empannelled, and duly sworn true enquiry to make, of and concerning the complaint and forcible detainer aforesaid, upon their oath say, that P. R. was heretofore to wit: in the year —, quietly and peaceably possessed of the premises whereon S. R. now resides; that she let the same to the said S. R. for a term which is expired; that she has given notice in writing to the said S. R. more than thirty days before the application to us, the justices aforesaid to quit the premises, which he refused to do, and doth still refuse to

deliver possession thereof: Whereupon, we the said justices, having heard the complaint aforesaid, touching and concerning the premises, do find the said S. R. doth detain the said land and tenements with force and arms, with strong hand and armed power, according as the said P. so as aforesaid unto us hath complained; therefore it is considered by us, the aforesaid justices, that the said S. R. of the detaining aforesaid with strong hand and armed power is convicted: Whereupon, we the said justices do award restitution of the possession of the said lands unto the said P. R. and issue our warrant, directed to the sheriff of — county, commanding him to deliver possession of the premises aforesaid, to the said P. R. as she was heretofore possessed, and in as full and complete manner. In witness whereof, we the said I. D. and T. T. to this record our hands and seals do set, this — day of — &c.



Forcible detainer, inquisition thereof.

———— County, sc.

AN inquisition, indented and taken at the county aforesaid, on the — day of — before I. D. and T. T. esquires, two of the justices of the peace of the state of Maryland, for the county aforesaid, by the oath of M. H. &c. (*naming the jurors*), good and lawful men of the same county, who upon their oaths do say, that P. R. was heretofore, to wit: in the year — quietly and peaceably possessed of the premises whereon S. R. now resides; that she let the same to the said S. R. for a term which is expired; that she has given notice in writing to the said S. R. more than thirty days before her application to the justices aforesaid, to quit the premises, which he refused to do, and still refuses to deliver possession thereof: We, whose names are hereunto subscribed, being the jurors aforesaid, do upon the evidences now produced before us, find the inquisition aforesaid true.



Forcible detainer, restitution by two justices.

———— County, sc.

WE, I. D. and T. T. two of the justices of the peace of the state of Maryland, for the county aforesaid, to the sheriff of — county, greeting: Whereas by an inquisition taken before us, this — day of —, &c. at the county aforesaid, on the premises whereon S. R. now resides, upon the oath of M. H. &c. it is found that P. R. being quietly and peaceably possessed of the premises aforesaid, in the year —, let the same to the aforesaid S. R. for a term which is past, and that she the said P. has given

notice in writing to the said S. since the expiration of the said term, to quit the premises, more than thirty days before the complaint was made to us as aforesaid, and that he refused to quit the same, as by the inquisition aforesaid more fully appears. You are therefore hereby directed and commanded, on behalf of the state of Maryland, forthwith to deliver to the said P. R. possession of the said premises as she was heretofore possessed, and in as full and ample manner, and this shall be your authority. Given under our hands and seals, on the premises, at the county aforesaid, this — day of —, &c.



Inquisition on a forcible entry and detainer.

———— County, sc.

/ AN inquisition taken for the state of Maryland, at — in — county aforesaid, on the — day of — in the year &c. before F. P. esquire, one of the justices of the peace of the state of Maryland for said county, by the oath of T. A. &c. twelve good and lawful men of the said county, who being sworn and charged upon their oath, say that P. P. late of — county aforesaid —, on the — day of —, &c. was seized in his demesne as of fee of and in one messuage and — acres of land, with the appurtenances, in the county aforesaid; And that whilst the said P. was seized thereof, on the same — day of — one D. D. late of said county, —, with force and arms, to wit: with guns, pistols, swords, clubs and other offensive weapons, and with strong hand, did make a forcible entry into the said tenement and premises, with the appurtenances, then being in the seizin and possession of the said P. and did then and there, with force and arms, and with strong hand, unlawfully disseize the said P. thereof, and then and there, with force and arms, and with strong hand did unlawfully expel and eject, and him the said P. so disseized, expelled and ejected, of and from the said tenement and premises, from the aforesaid — day of —, until the day of this inquisition, with force and arms, and with strong hand, unlawfully detained and kept out, and still doth detain and keep out, from the same tenement and premises, with the appurtenances, in contempt of the said state, and against the peace, government and dignity thereof, and against the form of the statute in that case made and provided. We whose names are hereunto set, being the jurors above mentioned, do, upon the evidence now produced before us, find the inquisition aforesaid to be true.

Restitution by a justice.

MARYLAND, ——— County, sc.

THE state of Maryland, to the sheriff of ——— county, greeting. Whereas by an inquisition taken before me, one of the justices of the peace of the said state for ——— county aforesaid, on this present ——— day of ———, upon the oaths of ——— and by virtue of the statute made and provided in cases of forcible entry and detainer, it is found that A. C. late of &c. on the ——— day of ——— now last past, into a certain messuage, with the appurtenances, of A. J. of &c. situate, lying and being, in ——— aforesaid, with force and arms did enter, and him the said A. J. thereof, then with strong hand did disseize and drive out, and him the said A. J. thus driven out from the aforesaid messuage, with the appurtenances, from the ——— day of ——— aforesaid, to this present day of the taking of the said inquisition, with strong hand and armed force, did keep out, and do yet keep out, as by the said inquisition more fully appeareth of record; Therefore, in the name of the state of Maryland, I charge and command you, taking with you the power of the county (if it be needful,) you go to the said messuage, and other the premises, and the same, with the appurtenances, you cause to be resealed, and that you cause the said A. J. to be restored and put into his full possession thereof, according as he before the entry aforesaid was seized, according to the form of the said statute, and this you shall in no wise omit on the penalty thereon incumbent. Given &c.



Oath of the foreman of a jury in the proceedings against a tenant holding over.

YOU do swear, (*or solemnly, sincerely and truly declare and affirm,*) that as foreman of this inquest, you will diligently enquire, and true presentment make, of all such matters and things as shall come before you, concerning a forcible detainer, said to have been lately committed in the *dwelling house* &c. of C. D. at &c. *yeoman*; You shall spare no one for favor or affection, or grieve any one for hatred or ill will, but proceed herein, according to the best of your knowledge, and according to the evidence: So help you God.



Oath of the rest of the jury.

YOU and each of you, do swear, (*or solemnly, sincerely and truly declare and affirm,*) that the same your foreman hath sworn to observe and keep on his part, you, and each of you, will severally observe and keep on your parts: So help you God.

Record of a judgment by a justice of the peace under the act for the recovery of small debts, &c. with an appeal....Nov. 1791, ch. 68.

STATE OF MARYLAND, ——— County, sc.

P. P. } BE it remembered, that heretofore, to wit: on the
vs. } ——— day of ——— in the year of our Lord &c. on the
D. D. } application of the said P. P. to *me the subscriber** one
of the justices of the peace of the state of Maryland for ———
county, *I did* issue† *my*, directed to‡ the constable of ——— hun-
dred in the county aforesaid, in the words, and of the tenor fol-
lowing, to wit:

————— County, sc.

The State of Maryland, to the constable of ——— hundred, in the county aforesaid, greeting. You are hereby commanded to take into your custody the body of D. D. if he shall be found in your hundred, and him safe keep so that you have his body before *me the subscriber*, one of the justices of the peace of the state of Maryland for ——— county aforesaid, or before some other justice of the peace of the said state for the county aforesaid, on the|| ——— day of ——— next, to answer unto P. P. in a plea of *debt*, &c.** Hereof fail not at your peril, and have you then and there this warrant, being your sufficient authority. Given under my hand and seal, this ——— day of ——— in the year &c.

I. S. { SEAL }
* ~ ~ ~ *

At which said day, to wit: the said ——— day of ——— in the year &c. and the return day of the said warrant comes the said P. P. before *me the subscriber*, one of the justices of the peace aforesaid, at ——— in the county aforesaid, and the constable of ——— hundred aforesaid, to whom the said warrant was in form aforesaid directed, to wit: C. S. makes return of the said warrant to *me*, thereon indorsed, to wit: (*enter return.*) And the said D. D. now here also comes before *me* in the custody of the said constable, and the said P. P. now here exhibiteth to me his *account* against the said D. D. which is in form following, to wit: (*enter it.*) And the

* Or to I. F. esquire, one of &c.

† Or, the said I. F. esquire, did issue his warrant &c.

‡ Warrants to issue to the constable of the hundred where the debtor resides. 1719, ch. 12. sec. 4.

|| Returnable on a day certain, within *forty* days after issuing. Nov. 1791, ch. 68, sec. 6.

** If the cause of action is under seal, then say, *debt* &c. but if on account or promissory note, say, *trespass on the case*, &c.

said D. D. prays a further day may be given him to appear before me, or some other justice of the peace &c. to answer unto the said P. P. in the premises; thereupon further day is given unto the said D. D. until the* — day of — next, to appear before me or any other justice of the peace &c. at — in the county aforesaid, to answer unto the said P. P. in the premises: Whereupon it is awarded by me that the said D. D. give good and sufficient security, by way of recognizance, in the nature of bail, for the appearance of the said D. D. at the time and place aforesaid: And thereupon a certain S. B. of —, comes in his proper person before me, and who I consider good and sufficient, and undertakes for the appearance of the said D. D. at the time and place aforesaid, and paying what he shall be condemned in, on the said warrant, to surrender his person to prison in satisfaction thereof: Thereupon notice of the time and place aforesaid is given to the said P. P. &c. And now here at this day, to wit: the said — day of — in the year &c. at — aforesaid, come before me the parties aforesaid: Whereupon all and singular the allegations and evidences, as well on the part of the said P. P. as the said D. D. being by me seen, heard and fully understood, and mature deliberation thereupon had, it is considered by me, that the said P. P. recover against the said D. D. as well the sum of — his debt, (or damages) aforesaid, as the sum of —, by me now here adjudged unto the said P. P. for his costs and charges by him about his complaint in this behalf laid out and expended, and that the said P. P. have thereof execution &c. Whereupon the said D. D. now here prays an appeal from the judgment aforesaid, by me in form aforesaid given to the county court, to be held at — in and for — county aforesaid, and the same is granted to the said D. D. whereupon the said D. D. now here, exhibiteth to me a bond by him entered into, with two sufficient sureties, by me approved of, for prosecuting the said appeal, and which said bond is in form following, to wit: (enter the bond—see page 153.) Whereupon pursuant to the act of assembly in such case made and provided, I now here transmit to the county court aforesaid, a record of the proceedings before me had, of and upon the premises.

Given under my hand and seal at —, this — day of —, in the year of our Lord &c.

I. S.



* A certain day not exceeding fourteen days.

Warrant against a master for abusing his apprentice.

STATE OF MARYLAND, ——— County, sc.

THE state of Maryland to the constable of ——— hundred, in ——— county greeting : Whereas complaint hath been made to me, one of the justices &c. by A. P. apprentice to A. M. of ———, *shoemaker*, that the said A. M. hath misused and illtreated him the said A. P. by cruel punishment, and beating him the said A. P. without just cause, and not allowing unto him sufficient meat, drink and apparel, (*or, as the case may be :*) Therefore, in the name of the said state, I do command you to cause the said A. M. personally to appear before me, at the house of ——— in ——— on the ——— day of ——— next, at the hour of ——— o'clock in the forenoon of the same day, to answer unto the said complaint, and also cause the said A. P. to appear before me at the same time and place, to make good his said complaint. Herein fail not. Given &c.



Warrant to apprehend affrayers.

STATE OF MARYLAND, ——— County, sc.

THE state of Maryland, to *some one of the* constables of said county. Whereas A. J. of the said county, yeoman, hath this day made oath before me I. P. one of the justices of the peace of the said state, for the county aforesaid, that on the ——— day of ——— last, A. C. and B. O. of the said county, yeomen, at ——— in the said county, in a tumultuous manner made an affray, wherein the person of the said A. J. was beaten and abused by them the said A. C. and B. O. without any lawful or sufficient provocation given to them, or either of them, by him the said A. J. These are therefore in the name of the state of Maryland, to command you forthwith to apprehend the said A. C. and B. O. and bring them before me or some other of the justices of the peace, of the said state for the county aforesaid, to answer the premises, and to find sureties as well for their personal appearance at the next county court, to be held at ———, in and for the said county, then and there to answer to an indictment to be preferred against them by the said A. J. for the said offence, as also for their keeping the peace in the mean time towards all persons, and especially towards him the said A. J. Hereof fail not at your peril, and have you there this writ.

Given under my hand and seal, at ———, in the said county, the ——— day of &c.

1 Haw. 137.

Warrant to apprehend a burglar.

STATE OF MARYLAND, ——— County, sc.

THE state of Maryland, to *some one of the* constables of the said county. Whereas A. J. of the said county, yeoman, hath this day made information and complaint upon oath, before me, I. P. one of the justices of the peace of the said state, for the county aforesaid, that on *Friday* the — day of — last, in the night of the said day, the* dwelling house of him the said A. J. at —, in the county aforesaid, was feloniously and burglariously broken open, and *one silver tankard of the value of twenty dollars &c.* of the goods and chattels of him the said A. J. feloniously and burglariously stolen, taken and carried away from thence, and that he hath just cause to suspect, and doth suspect, that A. O. of the said county, laborer, the said felony and burglary did commit: These are therefore, in the name of the state of Maryland, to command you, that immediately upon sight hereof, you do apprehend the said A. O. and bring him before me, or some other of the justices of the peace of the said state, for the county aforesaid, to answer the premises, and to be further dealt with according to law. Hereof fail not at your peril, and have there this your authority. Given under my hand and seal, the — day of — &c.

I. P. { * ~ ~ ~ *
 { SEAL {
 { * ~ ~ ~ *

Warrant to apprehend a person for *coining money*, and to seize his instruments, &c.

STATE OF MARYLAND, ——— County, sc.

THE state of Maryland, to *some one of the* constables of the said county. Whereas A. B. of the said county, hath this day made oath before I. P. one of the justices of the peace of the said state, for the county aforesaid, that on the — day of — last, at the house of C. D. situate in the county aforesaid, he, being in the next room to a private shop or warehouse of the said C. D. (who is by trade a silversmith,) through a hole or cranny in the partition wall or door, saw the said C. D. busy with many tools and instruments, in making and moulding some white pieces of metal, of a round form, and about the size of half dollars, which he took to be the coining of money: These are therefore in the name of the state of Maryland, to command you to apprehend the said C. D. and seize all the tools and instruments and money, which you can find in the shop or house of him the said C. D. and that you do bring him, together with the said tools and instruments and mo-

* Haw. 104. 1 H. H. 558, 559.

ney, (if any such you can find,) before me, or some other of the justices of the peace of the said state, for the county aforesaid, to be examined concerning the premises, and to be dealt with according to law. Given under my hand and seal, the — day of, &c.



Warrant to commit a suspected person for coining, &c.

STATE OF MARYLAND, ——— County, sc.

THE State of Maryland to the constable of ——— hundred, and sheriff of the county aforesaid greeting. Whereas a certain quantity of printed paper, cut &c. and printed in imitation of notes of a bank established in the city of *Baltimore*, by the name of the *Bank of Maryland* &c. types &c. (as the case may be) were lately found and seized in the possession of L. M. of &c. of which paper, and with which said types &c. it is suspected he the said L. M. hath forged and counterfeited notes of the bank established in the city of *Baltimore*, by the name of the *Bank of Maryland*: And whereas upon examination of the said L. M. taken before me, I. P. one of the justices of the peace of the said state, for the county aforesaid, this present day, he hath not made sufficient proof that he was using the paper &c. aforesaid, on any lawful occasion, nor given any reason to think he was not forging and counterfeiting as aforesaid, contrary to the law of this state in that case made and provided; These are therefore to command you, in the name of the state of Maryland, to convey the said L. M. to the common gaol of the county aforesaid, and to deliver him there to the keeper thereof, together with this precept, commanding also you the said keeper, to receive the said L. M. into your custody and gaol aforesaid, and him there safely to keep until he shall be from thence delivered by due course of law. Hereof fail not at your peril. Given under my hand and seal, the — day of &c.



General warrant of commitment.

STATE OF MARYLAND, ——— County, sc.

THE State of Maryland, to the constable of ——— hundred, and sheriff of ——— county, greeting. These are to command you the said constable, in the name of the state of Maryland, forthwith to convey and deliver into the custody of the sheriff of the county aforesaid, the body of A. O. late of the said county, *laborer*, taken by A. C. constable of ——— hundred, in the said county, and by him brought before me the subscriber, one of the justices of the peace of the said state for the county aforesaid, for sus-

picion of — ; that is to say, for &c. And you the said sheriff are hereby required to receive the said A. O. into your custody in the said gaol, and him there safely to keep until the next county court to be held for the said county, (*if he be notailable, or if he beailable, then thus*) until he shall thence be delivered by due course of law. Hereof fail not at your peril. Given under my hand and seal, this — day of — in the year of our Lord — and in the — year of the independence of the United States of America.



Warrant upon a *complaint* and *oath* where goods are *fraudulently* removed by *tenant* to prevent them from being seized as a distress for arrears of rent.

STATE OF MARYLAND, ——— County, sc.

THE State of Maryland, to some *one of the* constables of — county, greeting. Whereas A. I. of the said county, hath, this — day of — in the year of our Lord —, exhibited his complaint and made oath before me, I. P. one of the justices of the peace of the said state for the county aforesaid, that certain goods and chattels of A. O. of the said county, yeoman, have been fraudulently and clandestinely conveyed and carried away from — by the said A. O. his servant or servants, agent or agents, or other person or persons, aiding or assisting therein, to prevent the said A. I. from distraining the said goods and chattels for arrears of rent due to the said A. I. for the said —, and that the said goods and chattels are put, placed or kept in the house, barn, stable, out-house, yard, close or other place, of H. H. at — locked up, fastened, or otherwise secured, so as to prevent the said goods and chattels from being taken and seized as a distress for arrears of rent, and that the said A. I. hath a reasonable ground to suspect that the said goods and chattels are in the dwelling house of H. H. at — ; These are therefore, in the name of the state of Maryland, to command you to aid and assist the said A. I. his steward, bailiff, receiver, or other person or persons empowered to take and seize as a distress for rent, the said goods and chattels, in the day time, to break open and enter into the said dwelling-house, barn, stable, out-house, yard, close or other place of the said H. H. at —, and to take and seize the said goods and chattels for the said arrears of rent, according to law. Given &c.

11 Geo. 11, ch. 19, sec. 3 and 4.

Warrant for the deliverance of a prisoner.

STATE OF MARYLAND, ——— County, sc.

THE State of Maryland, to the sheriff of ——— county, greeting. Whereas A. O. of ——— county aforesaid, hath before us, two justices of the peace of the said state for the county aforesaid, found sufficient sureties for his appearance before ——— county court, to be held at ———, in the said county, on the ——— day of ——— next, to answer such things as shall be then, on behalf of the state of Maryland, objected against him, and namely, for feloniously taking ———, (for the suspicion whereof he was taken and committed to your custody to the gaol of the county aforesaid;) These are therefore to command you, on behalf of the said state, that if the said A. O. doth remain in your said goal for the said cause and for none other, then you forbear to detain him any longer, but that you deliver him thence, and suffer him to go at large, and that upon the pain that will thereon ensue.

Given under our hands and seals &c.



Warrant for felony.

STATE OF MARYLAND, ——— county, sc.

THE State of Maryland to *some one of the* constables of ——— county, greeting. Whereas A. I. of the said county, hath this day made information and complaint upon oath, before me I. P. one of the justices of the peace of the said state for the county aforesaid, that on the ——— day of ——— last, divers goods of him the said A. I. that is to say, ———, have feloniously been stolen, taken and carried away, from the house of him the said A. I. at ——— in the county aforesaid, and that he hath just cause to suspect, and doth suspect, that A. O. late of the county aforesaid, *yeoman* feloniously did steal, take and carry away the same (*or otherwise, as the case shall be;*) These are therefore to command you, in the name of the state of Maryland, forthwith to apprehend him the said A. O. and to bring him before me, or some other of the justices of the peace of the said state for the county aforesaid, to answer unto the said information and complaint, and to be further dealt withal according to law. Hereof fail not at your peril and have there this writ.

Given &c.

Warrant for the peace or good behavior.

STATE OF MARYLAND, ——— County, sc.

THE State of Maryland, to some one of the constables of ——— county greeting. Whereas A. J. of the said county, yeoman; hath personally come before me I. P. esquire, one of the justices of the peace of the said state, for the county aforesaid, and hath taken his corporal oath, that A. O. of ——— county aforesaid, yeoman, hath assaulted, beaten and wounded, him the said A. J. and further hath threatened him concerning his body, in so much that he the said A. J. is afraid that the said A. O. will beat, wound, maim or kill, him the said A. J. or do to him some other bodily harm; And thereupon he the said A. J. hath prayed surety of the peace (*or of the good behavior,*) to be had or granted to him against the said A. O. These are therefore, in the name of the state of Maryland, to require you, immediately upon the sight hereof, to bring the said A. J. before me, or some other justice of the peace of the said state, for the county aforesaid, to find sufficient sureties for his personal appearance at the next county court, to be held for ——— county, at ———, on the ——— day of ——— next, then and there to answer the premises, and in the mean time that the said A. O. keep the peace, (*or shall be of the good behavior,*) towards all persons, and especially towards the said A. J. Given under my hand &c.



Warrant to search for stolen goods.

STATE OF MARYLAND, ——— County, sc.

THE State of Maryland, to some one of the constables of ——— county, greeting. Whereas it appears to me I. P. one of the justices of the peace of the said state, for the county aforesaid, by the information and oath of A. I. of the said county, that the following goods; that is to say ——— have, within ——— days last past, by some person or persons unknown, been feloniously taken, stolen and carried away out of the house of the said A. I. in the said county, and that the said A. I. hath probable cause to suspect, and doth suspect, that the said goods, or part thereof, are concealed in the dwelling-house of the said A. O. of the said county, yeoman; These are therefore, in the name of the state of Maryland, to authorise and require you, with necessary and proper assistants, to enter in the day time into the said dwelling-house of the said A. O. at the county aforesaid, and there diligently to search for the said goods, and if the same, or any part thereof, shall be found upon such search, that you bring the goods so found, and also the body of the said A. O. before me, or some other of the justices of the peace of the said state, for the county aforesaid, to be disposed of and dealt with according to law. Given &c.

Warrant from the plaintiff to the sheriff and jailor, to discharge the defendant.

TO N. R. esquire, sheriff of — county, A. B. sendeth greeting. Whereas C. D. of — is now in your custody by virtue of a writ of *capias ad satisfaciendum*, issued out of &c. &c. at the suit of me the said A. B. for certain *damages* and costs, in the said writ mentioned, for which said damages and costs, I have received full satisfaction. Now therefore, these are to will and authorise you, that you immediately discharge and release the said C. D. of and from the execution aforesaid, and of and from all writs and process whatsoever, at my suit, and of and from all or any restraint and imprisonment by occasion of any execution, writ or process, heretofore charged against him by me, the said A. B. upon your being paid your fees, and upon so doing, this shall be your sufficient warrant. Given under my hand and seal, the — day of — in the year of our Lord, &c.



A commitment for want of sureties to keep the peace.

———— County, to wit:

THE state of Maryland, to the constable of — hundred, and the sheriff of — county, greeting: Whereas A. B. of said county, *yeoman*, is now brought before me the subscriber, one of the justices of the peace of said state, in and for the county aforesaid, requiring him to find sufficient sureties to be bound with him in recognizance for his personal appearance at the next county court, to be held for — county aforesaid, on the &c. and in the mean time to keep the peace (*or be of good behaviour*) towards all persons, and especially towards C. D. of said county, *yeoman*: And whereas he the said A. B. hath refused, and still doth refuse before me, to find such sureties. These are therefore, in the name of the state of Maryland, to command you the said constable, forthwith to convey the said A. B. to the jail of said county, and to deliver him to the sheriff of said county, together with this precept: And I do hereby command you the said sheriff, to receive the said A. B. into your custody in the said jail, and him there safe keep, until he shall find such sureties as aforesaid. Given under my hand and seal, this — day of — &c.

Voluntary examination of a woman with child of a bastard.

_____ County, to wit :

THE voluntary examination of A. B. of _____ in the said county; single woman, taken on oath before me the subscriber, one of the justices of the peace in and for said county, this _____ day of _____ &c. Who saith that she is now with child, and that the said child is likely to be born a bastard, and to be chargeable to the said county, and that C. D. of &c. *yeoman*, is the father of the said child. Taken and signed the day and year above written, before me A. B. A. O.



Examination after the birth of a bastard child.

_____ County, to wit :

THE examination of A. B. of &c. in said county, single woman, taken upon oath before me the subscriber, one of the justices of the peace in and for said county, this _____ day of &c. who saith; that on the _____ day of _____, now last past, at _____ in the said county, she the said A. B. was delivered of a (*female*) bastard child, and that the said bastard child is likely to become chargeable to the said county, and that C. D. of _____ in the said county, *yeoman*, did get her with child of the said bastard child. Taken and signed the day and year above written, before me A. B. A. O.



Warrant to apprehend the reputed father before the birth.

_____ County, to wit :

TO the constable of _____ hundred, in said county. Whereas A. B. of _____ in the said county, single woman, hath by her voluntary examination taken in writing upon oath before me the subscriber, one of the justices of the peace in and for said county, this present day declared herself to be with child, and that the said child is likely to be born a bastard, and to be chargeable to said county, and that C. D. of _____ in said county, *yeoman*, is the father of the said child. I do therefore hereby command you immediately to apprehend the said C. D. and bring him before me, to find security to indemnify the said county from all charges that may arise for the maintenance of such child. Given under my hand and seal, this _____ day of &c. A. O.

The like after the birth.

_____ County, to wit:

TO the constable &c. Whereas A. B. of &c. single woman, hath by her examination taken in writing upon oath, before me the subscriber &c. declared that on the _____ day of _____, now last past, at _____ in the said county; she the said A. B. was delivered of a (*female*) bastard child, and that the said bastard child is likely to become chargeable to the said county and hath charged C. D. of _____ in said county, *yeoman*, with having gotten her with child of the said bastard child. I do therefore &c. (as in the foregoing.)



Sheriff's return upon a writ of attachment.

_____ County, sc.

I HEREBY certify to the honorable &c. court within mentioned, that by virtue of the within writ to me directed on the _____ day of _____ I attached of the goods and chattels, rights and credits of the within mentioned C. D. in the hands of I. K. the sum of _____ current money, to and for the use of the within named A. B. and that I made known unto the said I. K. by G. H. and L. M. two good and lawful men of my bailiwick, that he be and appear before the &c. court within mentioned, at the place and on the day within contained, to shew cause why the said sum of money so attached in his hands, should not be condemned, and execution thereof had and made, to and for the use of the said A. B. if to him it shall seem meet, as by the said writ I am commanded.

So answers N. R. sheriff.



Another sheriff's return upon a writ of attachment.

_____ County, sc.

I HEREBY certify to the honorable the &c. court within mentioned, that by virtue of the within writ to me directed, I did, on the _____ day of _____ at _____ county, and in my bailiwick, attach in the hands of I. K. the within debt and costs, as the goods, chattels and effects, of the within mentioned C. D. and gave notice to the aforesaid I. K. by L. M. and N. O. two good and lawful men of my bailiwick, that he be and appear before the _____ court, to be held at the place and on the day within mentioned, to shew cause, if any he hath, why the said debt and costs, so attached in his hands, should not be condemned for the use of the within named A. B. as the goods, chattels and effects of C. D. aforesaid, and execution to him had, if to him it shall seem expe-

dient: And I further certify, I have attached of the goods and chattels, rights and credits, lands and tenements of the aforesaid C. D. the sum of money *and tobacco* within mentioned, as per schedule hereto annexed may appear: And lastly, that the same goods &c. are in my possession, ready to be condemned for the use of the said A. B. as by the within writ I am commanded.

So answers N. R. sheriff.

A SCHEDULE of the goods and chattels, lands and tenements of C. D. of —— county, taken by N. R. sheriff of —— county aforesaid, by virtue of a writ of attachment issued out of the —— court &c. at the suit of A. B. and appraised by us the subscribers this —— day of ——, we being first summoned, and sworn on the holy evangely of almighty God, to appraise the same in current money, viz. (*enter the goods, &c.*)

~~~~~

Sheriff's return *cepi* upon a *capias ad respondendum*.

————— County, sc.

BY virtue of this writ to me directed, I have taken the within named D. D. whose body I have here ready before the —— court within named, at the day and place within contained as I am within commanded.

N. R. sheriff.

~~~~~

Sheriff's return *cepi* upon a *capias ad satisfaciendum*.

Same as the above.

~~~~~

Special return of a sheriff upon a *capias ad satisfaciendum*

TO the honorable the —— court. I hereby certify that I have taken the within named C. D. who thereupon satisfied and paid to the plaintiff, the within debt and costs, and was by the said plaintiff discharged from further execution for the same.

So answers N. R. sheriff.

## Sheriff's return on an ejectment.

\_\_\_\_\_, County, sc.

I HEREBY certify to the honorable the \_\_\_\_\_ court, that I did, on the \_\_\_\_\_ day of \_\_\_\_\_ serve\* C. D. tenant in possession of the premises mentioned in the declaration hereunto annexed, or some part thereof, with a true copy of the declaration and notice thereunder written, and hereunto annexed, and at the same time I *(read to him the notice thereunder written,)* *(or, acquainted the said C. D. of the intent and meaning of the said declaration and notice thereunder written.)*

So answers N. R. sheriff.



## Sheriff's return upon a writ of inquiry of damages.

THE execution of the within writ, appears by the inquisition hereunto annexed.

So answers N. R. sheriff.

MARYLAND, \_\_\_\_\_ County, sc.

AN inquisition taken on the \_\_\_\_\_ day of \_\_\_\_\_, before N. R. esquire, sheriff of the said county, by virtue of a certain writ of the state of Maryland of inquiry of damages, to the same sheriff directed, and to this inquisition annexed, by the oath of &c. twelve good and lawful men of my bailiwick, who being charged, and sworn, well and truly to enquire what damages the said A. B. in the said writ to this inquisition annexed hath sustained by means of the premises in the same writ mentioned, upon their oaths do say, that the said A. B. hath sustained damages by occasion of the premises aforesaid to the sum of \_\_\_\_\_ current money.

IN testimony whereof the sheriff of the said county, as well as the jurors aforesaid, have hereto set their hands and seals, the day and year aforesaid.

N. R. sheriff.

\*~\*~\*~\*  
 { SEAL }  
 \*~\*~\*~\*

G. I. foreman,

\*~\*~\*~\*  
 { SEAL }  
 \*~\*~\*~\*

The other eleven jurors sign and seal likewise.

\* If the wife be served, then say "served M. the wife of the said C. D. the tenant in possession of the premises, &c." If set up on the premises, then say, "set up on the door of the house of C. D. tenant in possession," &c.



Sheriff's return upon a *fieri facias* laid as per schedule.

\_\_\_\_\_ County, sc.

I HEREBY certify to the honorable the \_\_\_\_\_ court within mentioned, that by virtue of the within writ to me directed, I did, on the \_\_\_\_\_ day of \_\_\_\_\_ cause to be laid, of the goods and chattels, lands and tenements, of the within named C. D. to the value of \_\_\_\_\_ current money, appraised by four good and lawful men of my bailiwick, duly summoned and sworn for that purpose, as by the schedule hereunto annexed will appear, to render unto the within named A. B. in part satisfaction of the debt, damages, costs and charges aforesaid, but that the same goods and chattels, lands and tenements, yet remain in my hands unsold for want of buyers, as by the within writ I am commanded.

So answers N. R. sheriff.

\_\_\_\_\_ County, sc.

WE the subscribers, being duly summoned and sworn by the sheriff of the county aforesaid, by virtue of a writ of the state of Maryland, of *fieri facias*, at the suit of A. B. to appraise the goods and chattels, lands and tenements of C. D. late of \_\_\_\_\_ county, \_\_\_\_\_, do appraise the same in current money as follows, viz. (*here enumerate the goods, &c. and the value.*) Given under our hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, &c.

(The appraisers must sign and seal.)



Sheriff's return of *nulla bona* upon a *fieri facias*.

\_\_\_\_\_ County, sc.

I HEREBY certify to the honorable \_\_\_\_\_ court within mentioned, that C. D. hath no goods or chattels, lands or tenements, in my bailiwick, by which I could cause to be made and levied the *debt*, damages, costs and charges within specified, or any part thereof, as by the within writ I am commanded.

So answers N. R. sheriff.



Sheriff's return *made* in part, and *nulla bona* as to the residue.

\_\_\_\_\_ County, sc.

I HEREBY certify to the honorable the \_\_\_\_\_ court within mentioned, that by virtue of the within writ, to me directed, I have caused to be made of the *goods and chattels* of the within

named C. D. the sum of — which I have here ready to render to the within named A. B. in part of the *debt*, damages, costs and charges, in the within writ specified; And I further certify to the said — court, that the said C. D. hath no other goods or chattels, or any lands or tenements, in my bailiwick by which I could cause to be made and levied the residue of the *debt*, damages, costs and charges within specified, or any part of such residue, as by the within writ I am commanded.

So answers N. R. sheriff.



Sheriff's return *tarde* upon a *feri facias*.

————— County, sc.

I HEREBY certify to the honorable — court within mentioned, that the within writ was delivered so late to me that from the shortness of the time I could not proceed to the execution thereof, as by the said writ I am commanded.

So answers N. R. sheriff.



Sheriff's return upon a *feri facias* against an executor or administrator, *made &c.*

————— County, sc.

I HEREBY certify to the honorable the — court within mentioned, that by virtue of the within writ, to me directed, I have caused to be made of the goods and chattels which were of the within named C. D. at the time of his death, in the hands and custody of the within named E. F. *executor* as aforesaid the *debt*, damages, costs and charges within specified (or, the *sum of* — *current money*,) which I have ready to render, (or, *which I have rendered*,) to the within named A. B. for his *debt*, damages, costs and charges aforesaid (or, *in part of his debt, damages, costs and charges within specified*,) as by the within writ I am commanded; And I do further certify, that I have made release of the aforesaid sum of money, according to the plaintiff's instructions, endorsed on the same writ.

So answers N. R. sheriff.



Sheriff's return on a *feri facias* against an executor, *nulla bona* and *devastavit*.

————— County, sc.

I HEREBY certify to the honorable the — court within mentioned, that E. F. in the within writ mentioned, before the

coming of the said writ to my hands, had wasted and to his own use converted, divers goods and chattels, which were of the said C. D. in the within writ named, at the time of his death to the value of the *debt*, damages, costs and charges, in the said writ mentioned, and which to the hands and possession of the said E. F. as executor of the said C. D. came to be administered so that the *debt*, damages, costs and charges aforesaid, in the within writ mentioned, or any part thereof of the goods and chattels which were of the said C. D. to be levied or cause to be made I could not; And I further certify that the said E. F. hath no goods and chattels, of his own proper goods and chattels, in my bailiwick, from whence the *damages* costs and charges, in the within writ mentioned, I could cause to be made.

So answers N. R. sheriff.



Sheriff's return on a *fieri facias* against an executor or administrator, *made* as to the costs, and *nulla bona* as to the debt.

\_\_\_\_\_ County, sc.

I HEREBY certify to the honorable —— court within mentioned, that the within mentioned E. F. hath no goods or chattels, which were of the within named C. D. at the time of his death, in his hands to be administered in my bailiwick, whereof the *debt*, damages, costs and charges, within mentioned, or any parcel thereof, can be made or levied; but I further certify to the said —— court, that I have caused the *damages*, costs and charges aforesaid to be made of the proper goods and chattels of the said E. F. which I have here ready to render unto the said A. B. for the said *damages*, costs and charges in the within writ specified, as by the said writ I am commanded. So answers N. R. sheriff.



Sheriff's return upon a *fieri facias* of *devastavit* against an executor or administrator.

\_\_\_\_\_ County, sc.

I HEREBY certify to the —— court within mentioned, that there are not in my bailiwick, any goods or chattels which were of the within named C. D. deceased, at the time of his death, in the hands of the within named E. F. whereof I can cause to be levied the within mentioned *debt*, damages and costs, or any part thereof: And I further certify, that the said E. F. hath not any proper goods and chattels in my said bailiwick, whereof I can cause to be

levied the within mentioned damages, costs and charges, or any part thereof: And I moreover certify that the said E. F. hath sold, eloigned and wasted, divers goods and chattels, which were of the said C. D. at the time of his death, to the amount in value of the said *debt*, damages, costs and charges aforesaid.

So answers N. R. sheriff.



### Sheriff's return upon a writ of *habere facias possessionem*.

\_\_\_\_\_ County, sc.

I HEREBY certify to the honorable the \_\_\_\_\_ court within mentioned, that by virtue of the within writ to me directed, on the \_\_\_\_\_ day of \_\_\_\_\_ in the year &c. I caused to be had and given unto the within named *Titus Goodright* lessee of the said P. P. full and ample possession of his within mentioned term of, in and unto all that tract of land lying and being in the county aforesaid, called \_\_\_\_\_ containing \_\_\_\_\_ acres, in the within writ mentioned, together with the appurtenances thereunto belonging, in the presence of I. D. and R. R. two good and lawful men of my bailiwick, as by the said writ I am commanded. So answers N. R. sheriff.



### Sheriff's return upon a writ of *habere facias seisinam*.

\_\_\_\_\_ County, sc.

I HEREBY certify to the \_\_\_\_\_ court within mentioned, that I did, on the \_\_\_\_\_ day of \_\_\_\_\_, deliver unto the within mentioned P. P. full *seisin* of the within mentioned premises in the presence of A. B. and C. D. two good and lawful men of my bailiwick, as by the within writ I am commanded. So answers N. R. sheriff.



### Sheriff's return upon a *summons in partition*.

\_\_\_\_\_ County, sc.

Pledges to prosecute { John Doe  
&  
Richard Roe.

SUMMONERS of the within named D. D. are S. S. and T. S.

The answer of N. R. sheriff.



## Sheriff's return upon a writ of partition.

THE execution of the within writ appears by the inquisition hereunto annexed  
So answers N. R. sheriff.

*To the honorable the ——— court of the state of Maryland.*

————— County, sc.

I HEREBY certify that by virtue of the writ of the state of Maryland of *partition*, to which these presents are annexed I, N. R. sheriff of ——— county aforesaid, on the ——— day of ——— took with me A. B. C. D. (*name the twelve*) twelve good and lawful men of my bailiwick, and of the neighborhood, and whose names are hereunto subscribed, and together with them, in the presence of H. W. one of the parties in the said writ mentioned, I came in my proper person to the lands and premises in the said writ likewise mentioned, and by the oath of the said twelve men, having respect to the true value of the lands and premises with the appurtenances, caused to be divided into two equal parts in manner following; that is to say, for the said H. W. one moiety or half part of a tract of land called ——— being all to the westward of the following courses: beginning for the division at &c. and is part of the said ——— acres in the said writ mentioned; And then for the said R. S. the other moiety or half part of the said tract or parcel of land called ——— being all to the eastward of the following courses: Beginning for the division at &c. being all that the parties in the writ aforesaid mentioned, claimed as they held the same whole and undivided; And I also further certify to the said court, that on the said ——— day of ——— in the year aforesaid, in the presence of the jurors aforesaid, I assigned and delivered to the said H. W. his moiety or half part of the land and premises aforesaid, with the appurtenances as above divided; And that I also assigned, in the presence of the jurors aforesaid, unto R. S. but could not deliver the same, for though he being summoned did not think fit to be present, the other moiety or half part of the land and premises, with the appurtenances, as above divided; all which lands and premises with the appurtenances, divided and assigned, and delivered to him the said H. W. and unto R. S. divided and assigned but not delivered for the reason above mentioned, are to be by them held separately, according to the tenor and effect of the writ aforesaid. In witness whereof, as well I the said sheriff, as the jurors aforesaid, have hereunto set my, and their hands and seals, the day and year first above written.

N. R. sheriff.

\* ~ ~ ~ \*  
{ SEAL }  
\* ~ ~ ~ \*

A. I.

\* ~ ~ ~ \*  
{ SEAL }  
\* ~ ~ ~ \*

The other jurors likewise sign and seal.

## Another form of a sheriff's return upon a writ of partition.

————— County, to wit :

I, N. R. sheriff of ——— county aforesaid, by virtue of a writ of the state of Maryland to me directed, and to this partition annexed, in my own proper person, this ——— day of ———, in the year &c. taking with me W. E. &c. twelve good and lawful men of the neighborhood of the said tracts of land in my county, and in the presence of R. B. and S. B. the plaintiffs in the writ named, and also in the presence of W. B. &c. the defendants in the said writ, came to the said tracts of land, and the appurtenances, in the said writ named, and there upon the oaths of the said jury, respect being had to the true value of the same tracts of land, with the appurtenances, caused the same tracts of land, with the appurtenances, to be divided into *two equal moieties*, and one moiety thereof; that is to say, all that &c. I the said sheriff on the same ——— day of ———, caused to be delivered and assigned to the said R. B. and S. B. in the said writ named, to hold to them in severalty, according to the tenor and effect of the same writ, and as I am by the said writ commanded, which moiety of the said tracts of land, with the appurtenances in the said writ specified, was delivered and assigned to the said R. B. and S. B. in form aforesaid; And as to the remaining moiety of the said tracts of land, with the appurtenances in the said writ named; that is to say, all that &c. I the said sheriff on the same ——— day of &c. caused to be delivered and assigned to the aforesaid W. B. &c. in the said writ named, to hold to them in severalty, according to the tenor and effect of the said writ, and as I am by the said writ commanded, which last mentioned moiety of the said tracts of land, with the appurtenances in the said writ specified, was delivered and assigned to the said W. B. &c. in form aforesaid. In testimony whereof, as well the seal of me the said sheriff, as also the seals of the aforesaid jury, are annexed to this partition, dated the day and year first above written.



## Sheriff's return upon a writ of replevin.

————— County, sc.

I HEREBY certify to the honorable the ——— court within mentioned, that by virtue of the within writ to me directed on the ——— day of ———, I replevied the within named negro man *Will*, and the same appraised by four good and lawful men of my bailiwick, duly summoned and sworn for that purpose, to the sum of ——— current money, as by the schedule hereunto annexed, and have delivered the same negro unto the within named A. B. And

I further certify, that I have put, by sureties and safe pledges, the within named C. D. that he be and appear before the said — court within mentioned, at the place and on the day within contained, to answer unto the said A. B. in a plea of taking and unjustly detaining the same negro man, *Will*, as by the within writ I am commanded. So answers N. R. sheriff.

————— County, sc.

WE the subscribers, being duly summoned and sworn by the sheriff of the county aforesaid, well and truly to appraise a negro man named *Will*, taken from the possession of C. D. by virtue of a writ of the state of Maryland of replevin, at the suit of A. B. do appraise the said negro in current money as follows, to wit: One negro man named *Will*, — current money. Given under our hands and seals, this — day of &c.

(*The appraisers must sign and seal.*)



### Sheriff's return upon a *retorno habendo*.

————— County, sc.

BY virtue of the within writ to me directed, I hereby certify to the honorable the — court within mentioned, that on the — day of —, I caused to be returned to the within named C. D. the several negroes within mentioned, as by the same writ I am commanded. So answers N. R. sheriff.



### Another (entry thereof) eloigned.

“THAT the goods and chattels aforesaid have been, before the coming of the said writ to the hands of the said sheriff, eloigned to places unknown to the said sheriff, so that he could not cause the same, or any part thereof, to be delivered to the said C. D. as by the said writ he was commanded, &c.”



### Another (eloigned.)

————— County, sc.

I, N. R. sheriff of — county, do hereby certify and return to the — court, that the *cattle* within named, before the coming of the within precept to my hands, were eloigned to places unknown, so that I cannot make return thereof to the within named C. D. as I am within commanded. So answers N. R. sheriff.

# Sheriff's return upon a writ of restitution.

\_\_\_\_\_ County, sc.

BY virtue of the within writ to me directed, I hereby certify to the honorable the \_\_\_\_\_ court within mentioned, that on the \_\_\_\_\_ day of \_\_\_\_\_, I caused full and peaceable possession of the land within mentioned, with the appurtenances, to be restored and delivered to the within named I. B. before I. K. and L. M. two good and lawful men of my bailiwick, as by the within writ I am commanded.

So answers N. R. sheriff.



# Sheriff's return *scire feci*, or made known upon a writ of *scire facias*.

\_\_\_\_\_ County, sc.

BY virtue of the within writ to me directed, I hereby certify to the honorable the \_\_\_\_\_ court within mentioned, that on the \_\_\_\_\_ day of \_\_\_\_\_ by T. H. and I. H. two good and lawful men of my bailiwick, I made known to the within named I. H. that she be and appear before the said \_\_\_\_\_ court, at the place and on the day within mentioned, to shew cause as is within contained, as by the said writ I am commanded.

So answers N. R. sheriff.



# Sheriff's return "*nihil*" upon a *scire facias*.

\_\_\_\_\_ County, sc.

BY virtue of the within writ to me directed, I hereby certify to the \_\_\_\_\_ court, within mentioned, that the said D. D. hath nothing in my bailiwick, where or by which I could give him notice, as by the said writ I am commanded, nor is the said D. D. found in the same.

So answers N. R. sheriff.



# Sheriff's return of a writ of resummons against an heir.

\_\_\_\_\_ County, sc.

I HUMBLY certify to the honorable the judges of \_\_\_\_\_ court within mentioned, that on the \_\_\_\_\_ day of &c. by A. B. and C. D. I summoned the within named I. H. agreeably to the directions of the within precept.

So answers N. R. sheriff.



Sheriff's return upon a *scire facias* against an *heir*  
and *terre tenant*.

————— County, sc.

I HEREBY certify to the honorable — court within mentioned, that F. A. heir of the within F. T. deceased, hath nothing within my bailiwick whereby I can make known to him: And I further certify, that by I. N. and P. D. good and lawful men of my bailiwick, I have made known unto S. A. and by T. T. and P. E. good and lawful men of my bailiwick, I have made known unto R. A. (which S. and R. are tenants of sundry lands and tenements in my bailiwick, whereof the deceased F. T. in his life time was seized in his demesne as of fee, on the — day of — in the year —, within mentioned) that they be and appear before the said — court within mentioned, to shew cause as is within mentioned, as by the within writ I am commanded: I further certify, that to my knowledge there are not, nor is any other lands and tenements, or other terre tenants of any lands and tenements, which were of the said F. T. deceased, within my bailiwick to whom I could give notice, as by the within writ I am commanded.

So answers N. R. sheriff.



Sheriff's return against *terre tenant*.

————— County, sc.

BY virtue of the within writ to me directed, I hereby certify to the honorable the — court, that on the — day of — by T. H. and I. H. two good and lawful men of my bailiwick, I made known unto N. G. terre tenant of a tract or parcel of land lying and being in the county aforesaid, called — containing by estimation the quantity of — acres, with the appurtenances which were of the lands and tenements of the within named T. G. on the — day of — (*the day of the rendition of the judgment within specified,*) that he be and appear before the said — court, at the place and on the day within mentioned, to shew cause as is within contained, as by the same writ I am commanded: And I further certify, that to my knowledge there are not, nor is any other terre tenant or terre tenants of the aforesaid tract or parcel of land, or of any other lands or tenements which were of the said T. G. on the aforesaid — day of — (*the day of the rendition of the said judgment,*) or ever afterwards, in my bailiwick to whom I could give notice, as by the within writ I am commanded.

So answers N. R. sheriff.

Sheriff's return, "*unsold*" to a writ of *venditioni exponas*.

\_\_\_\_\_ County, sc.

I HEREBY certify to the honorable the \_\_\_\_\_ court within mentioned, that by virtue of the within writ to me directed, I did, on the \_\_\_\_\_ day of \_\_\_\_\_ after due notice given, set up at public sale to the highest bidder, the *lands and tenements* in the within writ mentioned, and that the said *lands and tenements* were knocked down to A. B. for the sum of \_\_\_\_\_; that the said A. B. has not paid the purchase money, and that therefore the said lands and tenements remain unsold.

So answers N. R. sheriff.

1 Dall. reports 419.



Sheriff's return of a summons in waste.

\_\_\_\_\_ County, sc.

I HEREBY certify to the honorable the \_\_\_\_\_ court, within mentioned, that on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, I did summon the within named D. D. by J. Denn and R. Fenn good summoners.

Pledges of property found by P. P. { John Doe  
&  
Richard Roe.

So answers N. R. sheriff.



Sheriff's return of writs executed by his predecessor.

THIS writ, as indorsed, was delivered to me by L. S. esquire, late sheriff, my predecessor, at his going out of office.

N. R. sheriff.



Return of a commission to mark and bound lands.

\_\_\_\_\_ County, sc.

BY virtue of the commission to us directed, and hereunto annexed, from the county court of \_\_\_\_\_, we the subscribers, the commissioners therein named, do hereby certify and return to the county court of \_\_\_\_\_ aforesaid, that we did on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, cause advertisements to be set up at the door of the court house of the county aforesaid, and at such other public

places as we judged most effectual, thereby notifying, that the commissioners in the said commission named, would meet on the land mentioned in the said commission, called — (part whereof being in the possession of the said R. D. named in the said commission) on the — day of —, and then and there proceed in the execution of the said commission, the said notice being at least thirty days before our said meeting; that we did meet on the said land called —, on the said — day of —, to proceed in the execution of the said commission agreeably to the notice given by us as aforesaid. We further certify and return, that before we proceeded in the execution of the said commission, we, and each of us severally, to wit: I. G. R. M. L. S. and B. B. took an oath before I. M. one of the justices of the peace of the state of Maryland, for — county aforesaid, that we would settle and adjust the location of the land mentioned in the said commission, most agreeably to the true original location thereof, according to the evidence and circumstances which should be offered or appear to us, without favor, affection or partiality, according to the best of our experience and judgment, and would make a true return thereof. We further certify and return that the said I. M. being one of the commissioners named in the annexed commission, after qualifying the commissioners aforesaid, and before we proceeded in the execution of the said commission, took an oath before the said I. G. one of the commissioners, qualified as aforesaid, that he would settle and adjust (*repeating the oath as before mentioned.*) We further return, that after having qualified as aforesaid, we did, on the — day of — appoint B. F. the surveyor of the county aforesaid to be our surveyor, and we did also appoint I. L. and G. S. to be our chain carriers for the execution of the said commission; and we did on the day and year last aforesaid, administer an oath to the said B. F. the said surveyor, to execute his duty as surveyor faithfully and impartially, according to the best of his skill: And we also at the same time administered an oath to the said I. L. and G. S. the said chain carriers, to execute their duty as chain carriers faithfully and impartially, according to the best of their skill: And after having so administered the oath to the said surveyor, we caused the said land, mentioned in the said commission, as well the whole tract as the particular part claimed by the said R. D. and such other lands as we thought necessary, to be surveyed by the said surveyor, and have designated the said tract of land, mentioned in the said commission, called —, as well the whole tract as the particular part claimed by the said R. D. mentioned in the said commission the plot whereof is returned hereunto annexed, by us subscribed: We further certify and return, that having so met on the said land, on the said — day of —, we did then and there settle, adjust and adjudge the location of the land called —, the land mentioned in the said commission, as well the whole tract as the particular part claimed by

the said R. D. in the manner and under the description herein after mentioned: And that we did cause the said land called —, mentioned in the said commission, as well the whole tract, as the particular part claimed by the said R. D. to be marked in the lines where convenient, and set up boundaries at the termination of the lines, where course and distance are only given, according to our adjudication and adjustment of the location thereof, which said location of the whole tract so adjudged by us, is as follows: Beginning for the said tract called —, at a *poplar tree, standing in a branch emptying into Ee. and — yards from the said creek* being the beginning of the said tract of land called —, by which *poplar tree* there is a large stone planted by us, and the tree aforesaid marked with twelve notches, and described on the plot hereunto annexed by the letter A, and running thence &c. (*here describe the courses of the whole tract:*) And which said location of the particular part of the said tract of land called —, as claimed by the said R. D. so adjudged by us, is as follows: Beginning for the said part &c. We further certify and return, that we did take the depositions herein after mentioned, which said depositions were by us taken on the land aforesaid, having before the taking thereof, duly administered to each of the witnesses therein mentioned, an oath that the evidence they and each of them should give to the commissioners in the matter depending in question, should be the truth, the whole truth, and nothing but the truth.

L. B. of — county, aged — years, or thereabouts, being first duly sworn depose and saith &c.

In witness whereof, we the commissioners aforesaid, have hereunto subscribed our names, this — day of — in the year &c.

NOTE....The return must shew how and in what manner notice was given &c.



Return of a commission to make partition under the act directing descents, where the land will not admit of being divided.

————— County, sc.

WE the subscribers, commissioners named in the commission to which this is annexed, do return to — county court, that we did, on the — day of — take the oath prescribed by law before A. O. and having given reasonable notice to all the parties concerned, did meet together, and having made an accurate view and observation of the said estate, we did thereupon adjudge and determine, that the said estate would not admit of a division without injury to all the parties entitled. We do further return to the court the reasons upon which we found that opinion, to wit, that the detached situation of the several tracts or parcels of land com-



posing the said estate, of itself renders a division upon the principles of the law almost impracticable, and there are considerable improvements on smaller quantities of land, whilst larger quantities are without these advantages, this makes the smaller quantities of greater value, but they are too inconsiderable in quantity of acres, and at too great a distance from the larger quantities to admit of a division among the representatives, so as to give each of them a just proportion, and that the lot and improvements in——is of greater value than any one of the representatives would be entitled to, and containing only two acres, would not admit of a division; therefore we proceeded to value the same in current money, agreeably to the directions of the said commission and do return the same worth the following sums of money, and no more. (*State the lands &c. and valuation.*)

IN witness whereof, we have hereunto subscribed our names and affixed our seals, this —— day of —— in the year &c.

(*The names of the commissioners with their seals.*)



Same, where the land will admit of division, as in the preceeding, altering it as the case requires.



Return of a commission from chancery to make partition.

*To the honorable A. C. H. esq. chancellor of Maryland.*

WE the subscribers, commissioners appointed in the annexed commission, do hereby certify, that after having taken the oath as required by the said commission, we did enter upon, walk over and survey the said lots &c. mentioned in the said commission, and have had the same surveyed, as will appear by a plot thereof hereunto annexed, and the courses and distances of each lot &c. aforesaid, carefully laid down, to wit, all that &c. and in order to divide the same into *two* divisions, equal in quantity and quality, have laid the same off into smaller lots or parcels of ground, making *two* grand divisions, to wit: No. *one*, and *two* as will appear by the said plot thereof hereto annexed which your commissioners pray may be received as part of this their report; Your committee further report, that division No. *one* contains the following lots of ground, numbered and distinguished on the plot by *red* figures, and are described as follow, to wit: lot No. *one* being &c. situate &c. (*so through the whole;*) And your commissioners further report that, division No. *two* contains the following lots of ground numbered and distinguished &c. and are described as fol-

lows, to wit: lot &c. And your commissioners herewith return the same unto your honor under their respective hands and seals, this — day of — in the year &c.



### Return of a commission from chancery to take depositions.

AT the execution of a commission issued out of the high court of chancery, the — day of —, in the year &c. directed to Messrs. A. B. C. D. E. F. and G. H. of — county, empowering them, or any two of them, to examine evidences in a cause depending in the said court, between I. G. complainant and K. L. defendant, we A. B. and C. D. two of the commissioners in the said commission named, having met this — day of —, in the year — at — in the county aforesaid, pursuant to notice, and taken the oath to the said commission annexed, and I. K. being appointed clerk, and having likewise taken the oath to the said commission annexed, the commissioners proceeded to take the depositions following, to wit: M. N. of lawful age, being first duly sworn on the holy evangely of almighty God.

Imprimis. To the first interrogatory, this deponent deposeth and saith, that &c.

Item. To the second interrogatory, this deponent saith, &c. *(After closing the commission, it must be bound up with the interrogatories and depositions, and endorsed on the back of the commission, thus:)* "The execution of this commission appears by certain " schedules to this commission annexed."

A. B. { SEAL }

C. D. { SEAL }



### Return of a commission from the general court to examine evidences out of the state.

STATE OF ———, sc.

BY virtue of the annexed commission, I the said I. K. the commissioner therein named, together with L. M. the clerk by me appointed, have this — day of —, in the year &c. attended at the house of — in the town of —, at the hour of ten o'clock in the forenoon, as by appointment and notice thereof given, and having taken the said oath annexed to the said commission, a certificate whereof is hereunto annexed, proceed to the

execution of the said commission; Whereupon N. O. a witness produced by the plaintiffs in this commission named, being duly sworn true and perfect answers to make, to all such interrogatories as to him should be put in this cause, and therein to speak the truth, the whole truth, and nothing but the truth. To the first interrogatory he answereth and saith, "That," &c.

I beg leave to return to the honorable the judges of the general court of the state of Maryland, for the &c. that by virtue of the annexed commission to me directed, having first myself taken the oath aforesaid, to the said commission annexed and presented for me to take, and having also administered to L. M. the person by me appointed clerk of the said commission, the oath to the said commission annexed, and presented for him to take, I have caused the several witnesses to be sworn, and their depositions fairly and truly to be written down, as by the said commission I am directed, all which, together with the said commission, I return closed to your honorable court under my hand and seal, this — day of — in the year of our Lord —, as by the said commission I am directed.

I. K.

\*~\*~\*~\*  
 { SEAL }  
 \*~\*~\*~\*

(Form of the notice.)

To Mr. D. D.

SIR,

June 6, 1805.

YOU will please to take notice, that on the — day of —, in the year —, between the hours of nine and twelve o'clock of the forenoon of that day, at the house of —, in the town of —, county of —, and state of —, I. K. esquire, the commissioner therein named, will proceed to execute the — commission to him directed by the honorable the general court of the state of Maryland, to examine witnesses in a cause in the said general court, for the &c. depending, wherein P. P. is plaintiff, and you are defendant, at which time and place you will attend if you think proper.

Your humble servant, P. P.

———— sc.

BE it remembered, that on this — day of —, personally appears T. S. before me the subscriber, one of the justices of the peace for the county aforesaid, who makes oath on the holy evangel of almighty God, that on this day he delivered to D. D. of &c. the defendant above named, the notice of which the above is a true copy.

Sworn to before W. W.

———— sc.

BE it remembered, that on this — day of —, personally appears I. K. the commissioner named in the annexed commission,

before me the subscriber, one of the justices &c. and maketh oath on the holy evangely of almighty God, that he will, according to the best of his skill and knowledge, truly, faithfully and without partiality to any or either of the parties, take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the commission hereunto annexed, upon the interrogatories now, or which may hereafter before the said commission is closed, be produced to, and left with him, by either of the said parties.

Sworn before W. W.

sc.

BE it remembered, that &c. personally appears L. M. the clerk appointed by the commissioner named in the annexed commission, before me the subscriber, one of the &c. and makes oath on the holy evangely of almighty God, that he will truly, faithfully and without partiality to any or either of the parties in this cause, take, write down and transcribe, the depositions of all and every the witness and witnesses produced before, and examined by the commissioner named in the commission hereunto annexed, as far forth as he is directed and employed by the said commissioner to take, write down and transcribe, the said depositions, or any of them.

Sworn to before W. W.

(*The commission to be indorsed, &c.*) "The execution of the within commission appears by a schedule to the same annexed."

I. K.  \* ~ ~ ~ \*  
 { SEAL }  
 \* ~ ~ ~ \*



## Articles of separation between a man and his wife.

THIS indenture of three parts, made &c. between G. G. of — of the first part, A. his wife of the second part, and B. (a trustee) of the third part. Whereas &c. (*recital of the settlement before marriage.*) And whereas some unhappy differences have lately arisen between the said G. G. and the said A. his wife, and they have mutually agreed to live separate and apart from each other: And previous to such separation, he the said G. G. hath consented thereto, and also proposed and agreed that he, out of his own proper monies, would allow and pay to the said A. his wife, during the term of her natural life, for her better support and maintenance, (over and above the provision made and settled upon her the said A. for her separate use by the above recited indenture of settlement,) one annuity or yearly sum of £100 clear of all taxes, charges and deductions whatsoever, payable to her in such manner as herein after is mentioned, (subject nevertheless to the proviso herein after contained, touching the payment of the said annuity.) And also, that in case the said A. his wife, should die before him



the said G. G. that then the said G. G. should pay to her executors the sum of ten pounds towards her funeral charges : And that the said G. G. would hereby ratify and confirm the herein before recited settlement, in such manner as herein after is mentioned. Now this indenture witnesseth, that the said G. G. in pursuance of his aforesaid proposal and agreement, doth hereby for himself, his executors, administrators, and for every of them, covenant, promise and agree, to and with the said B. (the trustee) his executors, administrators and assigns : And doth also agree with the said A. his wife, in manner and form following : (that is to say,) that it shall and may be lawful to and for the said A. his wife, and that he the said G. G. shall and will permit and suffer her the said A. from time to time, and at all times from henceforth, during her natural life, to live separate and apart from him, and to reside and be in such place and places, and in such family and families, and with such relations, friends and other persons, and to follow and carry on such trade and business, as she the said A. from time to time at her will and pleasure (notwithstanding her present coverture, and as if she were a *feme sole* and unmarried,) shall think fit : And that he the said G. G. shall not, nor will at any time or times hereafter, sue her the said A. in any court whatsoever, for living separate and apart from him ; or compel her to co-habit with him, or to sue, molest, disturb or trouble her for such living separate and apart from him, or any other person or persons whatsoever, for receiving, harboring or entertaining her ; nor shall or will without the consent of the said A. visit her, or knowingly come into any house or place where she shall or may dwell, reside or be ; nor send or cause to be sent, any letter or message to her ; nor shall or will at any time hereafter, claim or demand any of the monies, rings, jewels, plate, clothes, linen, woollen, household goods, or stock in trade, which she the said A. now hath in her custody, power or possession, or which she shall or may at any time hereafter buy or purchase, or which shall be devised or given to her, or she shall otherwise acquire : And that she shall and may enjoy and absolutely dispose of the same, as if she were a *feme sole* and unmarried. And further, that he the said G. G. his executors or administrators, or some or one of them, shall and will well and truly pay or cause to be paid unto the said A. his wife, or her assigns during the term of her natural life, for and towards her better support and maintenance, one annuity or yearly sum of —, of lawful &c. free and clear of all taxes, charges and deductions whatsoever ; the said annuity or yearly sum of — to be paid and payable to her the said A. G. and her assigns, during her natural life, in four equal parts or payments ; the first quarterly payment thereof, to begin and be made on the — day of — next, or within — days then next following : The second payment to be made &c. The third payment to be made &c. The fourth payment to be made &c. And so on each year during

the said term. In consideration of which said £100 per annum so hereby made payable to her the said A. G. in manner as aforesaid, and of the provision so made for her by the said recited indenture of settlement in manner as aforesaid, she the said A. G. doth hereby agree to accept and take in full satisfaction for her support and maintenance, and all alimony whatsoever during her coverture. Provided always, and it is hereby expressly agreed and declared by and between all the parties hereunto, and the true intent and meaning of them and of these presents is and are, that in case he the said G. G. his executors or administrators shall at any time hereafter be obliged to, and shall actually pay any debt and debts which she the said A. his wife shall at any time hereafter during her present coverture, contract with any person or persons whatsoever, that then and in such case, it shall and may be lawful to and for the said G. G. his executors and administrators, to deduct, retain and reimburse to him and themselves, out of the said annuity or yearly sum of £100, so hereby made payable to her the said A. as aforesaid, all and every such sum and sums of money, as he or they shall be obliged to, and shall so actually pay for or on account of such debt or debts to be by her the said A. at any time hereafter so contracted as aforesaid, together with all costs, charges and damages, which he or they shall or may pay or sustain on account thereof: Any thing herein contained &c. And lastly, the said G. G. (in pursuance and full performance of his said recited agreement, and divers other good and valuable causes and considerations him thereunto especially moving,) hath and by these presents doth absolutely establish, ratify and confirm, as well the said herein before recited indenture of assignment and settlement, made of the said personal estate of the said A. his wife and of the said £100 and *gold watch* by the said G. G. and A. his wife, so thereby respectively assigned to them the said G. F. and I. B. (*the trustees*) as aforesaid: And also all and every the several trusts, uses, declarations, conditions and agreements, in the same indenture mentioned, limited, expressed and declared of and concerning the same respectively. In witness &c.

---

## OF WILLS AND TESTAMENTS.

---

**A** WILL (*or last will and testament*) is the declaration of a person's mind and intent (concerning the disposition of his lands or goods) of what he would have done after his death. The common law calls that a *will* whereby lands or tenements

are given; and where it concerns goods and chattels only, it is termed a *testament*.

If lands are given by will, it is called a *devise*; and if goods and chattels, a *legacy*; but the word *devise* is promiscuously applied to the one and to the other. And he that gives by such a will, is called the *devisor*, and he to whom the thing is given the *devisee* or *legatee*.

Wills have not force 'till after the testator's decease. They are to be taken according to the intent of the testator.

Where there are two wills, the last shall stand in force; but if two wills are made both of one date making different dispositions of the estate, and it should not appear which was the latter, they are both void; And if in a will there are two devises of the same thing, the last devise shall take place. Not so of codicils, in which if the same thing be given differently, the persons named will divide the thing given.

A codicil is a schedule or supplement of a will, where any thing is omitted, which the testator would add, or where he would explain, alter or retract what he had therein done.

Jacob's Dict.

By a law of the state of Maryland, passed November session 1793, it is enacted as follows, viz.

## Chap. 1.—How wills shall be made and their effect.

Sect. 1. All lands, tenements and hereditaments, which might pass by deed, or which would in case of the proprietor's dying intestate, descend to, or devolve on, his or her heirs or other representatives, except estates tail, shall be subject to be disposed of, transferred and passed, by his or her last will, testament or codicil under the following restrictions.

2. No will, testament or codicil shall be effectual to create any interest or perpetuity, or make any limitation, or appoint any uses, not now permitted by the constitution or laws of the state.

3. No will, testament or codicil shall be good and effectual for any purpose whatever, unless the person making the same be, at the time of executing or acknowledging it as hereafter directed, of sound and disposing mind, and capable of executing a valid deed or contract. No will, testament or codicil shall be good and effectual to pass any interest or estate in any land, tenement or in corporeal hereditament, unless the person making the same, if a male, be of the full age of twenty-one years, and if a female, of the full age of eighteen years.

4. All devises and bequests of any lands or tenements, devisable by law, shall be in writing, and signed by the party so devising the same, or by some other person in his presence, and by his express directions, and shall be attested and subscribed, in the presence of the said devisor, by three or four credible witnesses,



or else they shall be utterly void and of none effect ; And moreover, no devise in writing of lands, tenements or hereditaments, or any clause thereof, shall be revocable, otherwise than by some other will or codicil in writing, or other writing declaring the same, or by burning, cancelling, tearing or obliterating the same by the testator himself, or in his presence, and by his directions and consent ; but all devises and bequests of lands and tenements shall remain and continue in force until the same be burnt, cancelled, torn or obliterated by the testator, or his directions in manner aforesaid, or unless the same be altered by some other will or codicil in writing, or other writing of the devisor, signed in the presence of three or four witnessess, declaring the same, any former law or usage to the contrary notwithstanding.

## Chap. 2.—How wills shall be authenticated or proved.

Sect. 1. If any person, to whom a will or codicil hath been or shall be delivered by the party making it for safe custody, shall alter or destroy the same, without the direction of the said party, or wilfully secrete it for the space of six months after the death of the party shall be known to him or her, on conviction thereof the person so offending shall be sentenced to such punishment as is inflicted by law in cases of grand larceny.

2. It shall be lawful for any private person, in whose possession or custody a will or codicil shall be, after the death of the testator or testatrix, to open and read the same in the presence of any near relatives of the deceased, who may conveniently have notice thereof, and of other persons and immediately thereafter to deliver the said will or codicil to the register of wills, or the register or clerk of any office in the county authorised to record wills, whose duty it shall be to keep the same safe, until proceedings may be had for proving the same in the said office, or until it be demanded by an executor, or other person authorised to demand it, for the purpose of having it proved according to law.

3. If any private person, in whose possession or custody a will or codicil shall be, after the death of the testator or testatrix, shall wilfully neglect to deliver the same to the register of wills, or the register or clerk of any office proper for recording wills in the county where the said person resides, or where it is proper to prove the same, or to some executor named in the will, for the space of three calendar months after the death of the testator or testatrix shall be known to the said person, he or she thus offending, shall be subject, on conviction in a court of law, to such fine as the court shall in their discretion think proper.

4. An attested copy, under the seal of office, of any will, testament or codicil, recorded in any office authorised to record the same, shall be admitted as evidence in any court of law or equity,



provided that the execution of the original will or codicil be subject to be contested until a probat hath been had according to this act.

5. Any will or codicil, containing any disposition relative to goods, chattels or personal estate, may be proved in the county where most of the witnesses reside, or in the county in which letters testamentary or of administration may be granted.

6. If any codicil making any disposition relative to goods, chattels or personal property or rights, or appointing an executor, be exhibited for proof to the register of wills in the county wherein the will may be proved, in the recess of the court, and any of the next relations of the deceased shall attend, and make no objections or enter no caveat, or if it shall appear that reasonable notice hath been given to such of the next relations, as might conveniently be therewith served, of the time of exhibiting the said will or codicil, and no person shall object or enter a caveat, the register shall thereupon proceed to take the probat, and to grant letters testamentary accordingly.

7. If any such will or codicil respecting personal property, or appointing an executor, be exhibited for probat to the orphans' court of the county where the same may be proved, and any of the next relations of the deceased shall attend, or if notice shall appear to have been given as aforesaid, and no caveat shall have been made against the said will or codicil, the said court may forthwith proceed to take the probat of such will or codicil.

8. If any such will or codicil respecting personal property, or appointing an executor, be exhibited to the orphans' court, and none of the near relations of the deceased shall attend, and no notice shall appear to have been given, the said court may either direct summons to the said near relations, or some one or more of them to appear, on some fixed day, to shew cause wherefore the will or codicil should not be proved, or direct such notice to be given in the public papers, or otherwise, as they may think proper: And if no objection shall be made, or caveat entered on or before the day fixed, the said court, or the register of wills in their recess, may proceed to take the probat of such will or codicil; but if objection shall be made, on or before the day appointed, the said court shall have cognizance of the affair, and shall determine according to the testimony produced on both sides.

9. If any person whatever, shall enter a caveat against any such will or codicil respecting personal property, or appointing an executor, either before or after it shall be exhibited to the register of wills or orphans' court, the said caveat shall be decided by the said court.

10. In case any person shall enter a caveat against any will or codicil, respecting personal property, or appointing an executor, of which probat shall have been taken by the register as aforesaid,

no letters testamentary shall be granted until a determination shall be had in the orphans' court.

11. In case the adjudication of any orphans' court, to whom any such will or codicil, respecting personal property, or appointing an executor, shall be exhibited for probat, shall be against the said will or codicil, it shall not be received for probat in any other county; provided nevertheless, that either party conceiving him or herself aggrieved by the decision of the said court, relative to the said probat, may, within three days after such decision, enter an appeal to the court of chancery, or the general court of the shore whereon such orphans' court is held, and the said appeal shall stay further proceedings of the orphans' court, provided an attested copy of the whole proceedings, under the seal of the office, be filed in the said chancery office, or general court, within sixty days thereafter; And the decree of the chancery court or general court, to be given on the transcript only, shall be final and conclusive; And the orphans' court shall proceed according to the said decree, an attested copy whereof shall be transmitted, under seal, to the orphans' court.

12. If no objection shall be made to the probat of a will or codicil, respecting personal property, or appointing an executor, or no caveat shall be filed against the same before probat, it shall not be necessary to examine all the witnesses, unless they shall voluntarily attend, but the probat may be made on such proof as shall be sufficient to give efficacy to a will or codicil for passing personal property; provided that every executor or other person exhibiting a will, shall be examined on oath or affirmation, as the case may be, whether or not he or she knows of any other will or codicil, and in what manner the will or codicil exhibited came to his or her hands.

13. If the probat of any will or codicil be taken as aforesaid, without contest, any person, before letters testamentary or of administration, with a copy of the will shall be actually granted, may file a petition to the court, praying that the case may be again examined and heard, and thereupon the orphans' court shall delay the granting of letters until a decision shall be had on the said petition; And in case letters shall have been granted, and any person shall file such petition, and the court, on hearing both sides, that is to say, the petitioner and the grantee of such letters, shall decide against the probat, the letters aforesaid shall be revoked, and the power of the party under the said letters, shall cease; And the said will shall not be proved in any other county, unless the decision be reversed by the court of chancery or general court; And no noncupative will shall be proved within fourteen days after the death of the testator, unless his widow (if any) and some one of the next of kin have been summoned to contest the same, if they please.

### Chap. 3.—How and of whom letters testamentary, or of administration are to be obtained.

SECT. 1. When any will or codicil, respecting, personal property, shall have been authenticated as aforesaid, or proved as aforesaid before the register of wills or orphans' court, letters testamentary may forthwith be committed to the executor, executrix or executors named in the said will or codicil; provided the said executor or executrix, or each of the executors, shall execute a bond to the state of Maryland, with two good sureties, approved by the said register or orphans' court, as the case may require, and in such penalty as the said register or court may require, conditioned for the faithful performance of the trust in him or her reposed as executor or executrix, to be lodged and recorded in the said register's office, and subject to be put in suit, &c.

2. Where personal property of the testator or testatrix is in any other county to be administered, an attested copy of the will &c. under the seal of the office where the same was authenticated or proved, shall be produced to the orphans' court, or in its recess to the register of wills in such county wherein such property is to be there recorded; And letters testamentary may be granted to the said executor or executrix, or all the executors, not renouncing by the said court, or in its recess by the said register, at any time within forty days from the date of the said copy, on his, her or their executing bond or bonds as aforesaid; And in case of sickness of, or accident to, or reasonable excuse made in behalf of any such executor or executrix, the said court or register may allow a further time, not exceeding thirty days, for filing such bond, and taking such letters; but in no case shall letters testamentary be granted in such county after the expiration of such time allowed, or in any other county except that wherein the will was authenticated or proved, and it shall be the duty of such executor or executrix, to transmit to the court where the will was authenticated or proved, a certificate under seal of the register of wills, of the county wherein letters testamentary shall have been granted, to shew that such letters have been granted.

3. If there be only one executor or executrix named, and he or she shall have been present at the authentication or probat of the will, and shall not, within thirty days thereafter file a bond as aforesaid, or procure an attested copy under seal as aforesaid, for the purpose of taking letters as aforesaid in another county, letters of administration, with the copy of the will annexed, may be granted by the orphans' court of the county wherein was the probat or authentication, to such person as they might be granted to in case of intestacy; And if the said executor or executrix, so procuring an attested copy, shall not obtain letters testamentary in some other county, within seventy days from the date of the copy, letters of administration may be granted as aforesaid, by the or-

phans' court of the county where the will was proved or authenticated; And it shall not be incumbent on the party applying for, or taking such letters of administration, to shew that letters testamentary have not been obtained in some other county on the copy aforesaid; but such letters of administration shall not be granted, if it shall be proved to the court by affidavit or certificate under the seal of office, or if they shall have reason to believe, that such letters testamentary have been granted in a county proper for granting them.

4. In case the said sole executor or executrix shall not have been present at the authentication or probat, but shall have been within the state, a summons may issue against him or her, either at the instance of a person interested, or ex-officio by the orphan's court, or (in their recess) the register of wills of the county where-in the will was authenticated or proved, returnable not less than twenty, nor more than sixty days after date; And if the summons shall be returned "summoned," and the executor or executrix shall not appear accordingly, or appearing, shall not within twenty days thereafter, file a bond or bonds as aforesaid, or if two such summonses shall be returned "*non est*," and the party shall not appear according to the tenor of the second summons, or appearing shall not, within twenty days thereafter, file a bond as aforesaid, letters of administration may be granted as aforesaid; provided nevertheless, that in case of sickness of, or accident to such executor or executrix, or reasonable excuse made in his or her behalf, the court may, at discretion allow a further time, not exceeding forty days after such return or appearance, for filing such bond.

5. If the said sole executor or executrix be out of the state at the time of authentication or probat, and shall not, within six months thereafter, return and file a bond as aforesaid, letters of administration may be granted as aforesaid, &c. &c. (see the act.)

6. If there shall be more than one executor or executrix named in a will, containing any disposition relative to any personal estate, there may be the same proceedings with respect to each of them, as if he or she were the only executor or executrix named; And any circumstances, under which letters of administration may be granted, on failure of a sole named executor or executrix, shall authorise the granting letters testamentary to one or more of the executors, on the failure of one or more of the rest, and any circumstances under which letters of administration may be granted, on failure of a sole named executor or executrix, shall authorise the granting of such letters of administration on failure of all the executors: And in no case, where there are several executors named in a will, shall letters testamentary be granted to one only, or to any number of them less than the whole, or shall letters of administration be granted, until there shall be such proceedings



against each of them failing, as would authorise the issuing letters of administration in case of the failure of a sole named executor.

7. If any executor or executrix named in a will, shall file or transmit to the orphans' court of the county wherein the will shall have been authenticated or proved as aforesaid, an attested renunciation in writing of his or her trust, there may be the same proceedings with respect to granting letters testamentary or of administration, as if the party so renouncing had not been named in the will: Provided nevertheless, that any executor or executrix named in a will, shall be entitled, notwithstanding any failure or renunciation as aforesaid, on filing a bond as aforesaid before letters testamentary or of administration shall actually be committed to another or others as aforesaid, to have letters testamentary granted to him or her, or to be included therein as the case may require.

8. In case letters testamentary shall be granted to one or more of the executors named in a will, on failure of the rest, no executor or executrix not named in the said letters, shall in any manner interfere with the administration, or have any greater interest in the estate of the deceased, than if he or she had not been named in the will as executor or executrix: And if letters of administration with a copy of the will annexed, shall be granted, no executor or executrix therein named, shall in any manner interfere further with the administration, or have any greater interest in the estate aforesaid, than if he or she had not been named as aforesaid: And no executor or executrix named in a will, shall, before letters testamentary shall be granted to him or her, have any power to dispose of any part of the estate of the deceased, or to interfere therewith, further than is necessary to collect and preserve the same: Provided nevertheless, that any act of an executor or executrix named in a will, done before obtaining letters testamentary, shall, in case he or she shall afterwards obtain such letters, be as valid and effectual as if the said act had been done after obtaining such letters: And in case of a suit commenced by such executor or executrix, it shall be sufficient to produce the said letters, or a certificate under the seal of the office where they were obtained, that they have been granted to the party at any time before the trial or final hearing on such suit: And in any case whatever, where an exhibit of such letters &c. would be good or available, a certificate as aforesaid, shall also be good and available.

9. It shall not be necessary, in any suit at law or equity brought by or against an executor &c. to make a party of any executor or executrix named in the will, who shall not also be named in the letters testamentary, but the making him, her or them a party or parties by mistake, shall not vitiate any proceedings for or against the proper party or parties.

For the form of the bond to be executed by an executor &c. letters testamentary and other matters respecting them, and also respecting the duty of collectors in case of negligence &c. of any executor &c. see the act ch. 3, sec. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20.

#### Chap. 4.—To whom letters testamentary may be granted.

Sec. 1. If any person, named as an executor or executrix in a will, shall be at the time, when administration ought to be granted, under the age of eighteen years, or of unsound mind, incapable according to law of making a contract, or convict of any crime rendering him or her infamous, or if any person named as an executor, shall not be a citizen of the United States, letters testamentary &c. may be granted in the same manner as if such person had not been named in the will.

For other matters respecting this, see the act ch. 4, sec. 2, 3, 4, 5, 6, 7, 8.

#### Chap. 5.—To whom and under what circumstances, letters of administration may be granted.

Sec. 1. No letters of administration shall be granted to a person infamous as aforesaid, or to an idiot, lunatic, or person *non compos mentis*, or to a person who is not a citizen of the United States, or under eighteen years of age: And any question respecting infamy, soundness of mind, citizenship or age, may be heard and established as if the same respected a person named as executor.

2. Whenever any person hath died intestate, leaving in this state goods, chattels or personal estate, letters of administration may forthwith be granted by the orphans' court of the county wherein was the party's mansion house or residence: Or in case he or she had no mansion or residence within the state, letters shall be granted in the county where the party died: And in case the party neither had mansion or residence, nor died within the state, letters may be granted in the county wherein lies, or is supposed to lie, a considerable part of the party's personal estate.

3. It shall be incumbent on any person applying for such letters, to prove such dying intestate, to the satisfaction of the court, unless the same be notorious: And the court may examine such person &c. (see the act.) And no such letters shall be granted until at least 20 days after the death of the supposed intestate, and at least seven days after application for the same.

4. If such letters shall be granted, and a will for the disposing of the personal estate of the deceased, shall afterwards be proved according to law, and an executor or executrix, or executors nam-

ed therein, shall apply for letters testamentary within thirty days thereafter, and shall be capable of the same, and shall execute a bond as aforesaid, letters testamentary shall be accordingly granted, and the same shall be construed as a revocation of the letters of administration: Provided nevertheless, that all acts done by any administrator or administratrix according to law, before any actual or implied revocation of the letters of administration, shall be valid and effectual: And provided also, &c. (see the act for other matters—ch. 5, sec. 4.)

5. And in all cases where letters testamentary shall be granted as aforesaid, it shall be the duty of the administrators to exhibit to the orphans' court, their accounts without delay, and to deliver to the executor on demand, all the goods, chattels and personal estate in their possession, belonging to the deceased, and on failure, their administration bonds shall be liable to be put in suit by the executors, or the executors may obtain an order for the purpose.

6. In case any executor, executrix, administrator or administratrix, shall die before the estate shall be fully administered, letters of administration, *de bonis non* shall be granted to the person, entitled agreeably to the rules herein before laid down, and the proceedings shall in all respects be the same as if administration had been originally granted: And in no case shall the executor of an executor be entitled, as executor, to administration *de bonis non* of the first deceased: And the letters, bond and oath, of an administrator *de bonis non*, shall be in the form herein before directed, except that the words, "not already administered," shall be added in their proper places.

7. The qualification of an administrator or administratrix shall, in all respects be the same as those of an executor: And the proceedings to exclude such as *prima facie* appear entitled to the administration of the estate of an intestate, shall in all respects be the same as herein before directed, for excluding any person named in a will as executor or executrix, provided that it shall not be necessary so to proceed, in case the party be out of the state, or in case of administration to be granted to any, except relations, or to collateral relations, more remote than brothers or sisters of the intestate: And no relations, except a widow, child, grand child, father, brother, sister or mother, shall be considered as entitled, unless he or she shall apply for the same.

8. If the intestate be a married woman, it shall not as heretofore, be necessary for her husband to take out letters of administration, but all her choses in action shall devolve upon her husband, in the same manner as if he had taken out such letters: Provided, that if he shall not, in his life time, reduce the said choses in action into possession, or obtain judgment thereon, the said choses in action shall devolve on her representative, and administration may be granted accordingly.

9. And hereafter a husband, bringing a personal action to recover in right of his wife, either before or after her death, may declare specially, setting forth in the usual manner, how the debt or right accrued to his wife, and stating further, that by marriage the debt or right hath on him devolved.

10. If the intestate leave a widow, and a child or children, administration at the discretion of the court, shall be granted either to the widow or child, or one of the children.

11. If there be a widow and no child, the widow shall be preferred, and next to the widow or children, a grand child shall be preferred.

12. If there be neither widow nor child, nor grand child, the father shall be preferred.

13. If there be neither widow nor child, nor grand child, nor father, brothers and sisters shall be preferred, and next to brothers and sisters, the mother shall be preferred.

14. If there be neither widow nor child, nor grand child, nor father, nor brother, nor sister, nor mother, the next of kin shall be preferred.

15. Males shall be preferred to females in equal degree of kin.

16. Relations of the whole blood shall be preferred to those of the half blood in equal degree, and relations of the half blood shall be preferred to relations of the whole blood in a remoter degree.

17. Relations descending, shall be preferred to relations ascending in the collateral line; that is to say, (for example,) a nephew shall be preferred to an uncle.

18. None shall be preferred in the ascending line, beyond a father or mother, or in the descending line, below a grand child.

19. A female sole shall be preferred to a married woman in equal degree.

20. Where a female is entitled, administration may be granted to her and her husband, provided he be capable.

21. Relations on the side of the father, shall be preferred to relations on the side of the mother in equal degree.

22. If there be no relations, administration shall be granted to the largest creditor applying for the same.

23. If there shall be neither husband, nor wife, nor child, nor grand child, nor father, nor brother, nor sister, nor mother, or if these be incapable or decline, or refuse to appear on proper summons or notice, or if other relations and creditors shall neglect to apply, administration may be granted, at discretion of the court.

24. If however, letters of administration are to be granted, with a copy of the will annexed, and there be a residuary legatee or legatees in such will, he, she or they, shall be preferred to all, except a widow, and it shall be incumbent on the court, to proceed in the manner herein before directed, with respect to executors within the state, before administration shall be granted to any



either person: And a male residuary legatee shall be preferred to a female.

25. Administration may be granted to two or more persons, with the consent of the person first entitled, provided that administration in all cases, shall extend to all the personal property of the deceased within the state, in order that the affairs of deceased persons be as little complicated as may be, and that persons interested therein, may the more easily and readily obtain justice.

## Chap. 6.—Rules concerning inventories.

Sec. 1. In every case wherein letters testamentary, or of administration, or of collection are granted, in order that all persons interested in the personal estate, may have an opportunity of knowing, as nearly as may be, the amount of the same, an inventory, in case the estate lies in one county, or can conveniently be collected together, or inventories, in case the property lies in more than one county, or cannot conveniently be collected together, shall be returned to the office granting the administration.

2. And on granting any letters testamentary, or of administration, or of collection, a warrant or warrants shall issue, under the seal of office, authorising two persons of discretion, not related to the deceased, nor interested in the administration, to appraise the goods, chattels and personal estate of the deceased, known to them, or to be shewn by the executor, administrator or collector. (Form of the warrant, see the act.)

3. And on the death, refusal or neglect to act, of any appraiser, another warrant may forthwith issue in its stead.

4. The appraisers before they proceed to act, shall take the following oath or affirmation as the case may be, annexed to, or endorsed on the warrant, before any person authorised to administer an oath:

“ I, A. B. do swear, or solemnly, sincerely and truly affirm, “ that I will well and truly, without partiality or prejudice, value “ and appraise the goods, chattels and personal estate of —, “ deceased, so far as the same shall come to my sight and knowledge, and will in all respects perform my duty as appraiser, to “ the best of my skill and judgment: So help me God.”

5. The appraisers shall proceed as conveniently as may be, to the discharge of their duty, and shall set down each article, with the value thereof, in dollars and cents; all the valuation on one side of the paper, shall be set down in one column, distinctly in figures, opposite to their respective articles; the contents of each column shall be cast up and set down, and likewise the contents of the whole shall be cast up, and set down under the last column.

6. When the inventory shall be finished, the appraisers shall certify the same, under their hands and seals, and a certificate

of their having taken the oath or affirmation as aforesaid, shall be thereto annexed; And every inventory shall be returned to the proper office within three calendar months from the date of the letters, or within such time from the date of the warrant, in case a second warrant shall have issued, as the case may require, unless further time, on application of the party, shall be granted by the court; And it shall be the duty of any executor, administrator or collector, taking out the warrant, to return the inventory or inventories which shall be delivered to him by the appraisers; And on failure by the executor, administrator or collector, attachment may issue to enforce the return, and on the attachment the court shall have power to fine the party not exceeding thirty dollars.

7. If there be any of the persons interested in the administration within three miles of the place where the personal estate is to be appraised, it shall be the duty of the executor, administrator or collector, and of the appraisers, to give notice to the said persons, or to at least two of them, of the time and place appointed for making the appraisement.

8. Every executor, executrix, administrator or administratrix, shall return likewise within the time, and under the pain aforesaid, with an affidavit of the truth annexed, an inventory of the money belonging to the deceased, which hath come to his or her hands, and of the debts due to the deceased which have come to his or her knowledge, specifying the nature of each debt, and setting down such as he or she shall deem separate, distinct and separate from those which he or she shall deem desperate or doubtful.

9. Every collector likewise shall return, within the time (unless superseded) and under the form aforesaid, with an affidavit of the truth annexed, an inventory of the money of the deceased, which he or she hath collected, belonging to the deceased, or received in discharge of the debts due to the deceased.

10. Whenever personal property of any kind, or assets not mentioned in an inventory already made out, shall come to the possession or knowledge of an executor, executrix, administrator or administratrix, or collector, an account or inventory of the same shall be returned, appraised by two respectable disinterested sworn appraisers, appointed by any justice of the peace, or judge of any orphans' court, within two calendar months from the time of the discovery.

11. In case an inventory be returned by a collector duly appointed, the executor &c. thereafter administering, shall, within three calendar months after the date of his, her or their letters, either return a new inventory, in place of the collector's inventory, or any acknowledgment in writing, that he, she or they have received from the collector, the articles contained in the first inventory, or consent to be answerable for the same, in the same manner as if the said inventory had been made out after his, her or their administering upon the estate: Provided that nothing herein con-

tained shall be construed to render any executor &c. answerable for not making a return of the inventory aforesaid, wherein it shall appear to the court that he, she or they have been prevented from making such return by the improper detention of the goods of the deceased, by the collector aforesaid.

12. The executor or administrator shall either finish the crop on hand at the death of the deceased, or sell the same as he shall judge the most convenient; And in case he shall not deem it convenient to finish the crop, the person entitled to the land on the death of the testator or intestate, or his or her guardian or next friend for him or her, in case of infancy of the party, may take the said crop at the appraisement of the appraisers as aforesaid, paying ready money or giving bond, with good security, approved by the orphans' court, or the register of wills of the said court, if the said court be not in session at the time of making such sale, for paying the money within six months; And in case the said party, or his or her guardian for him or her, shall not take the crop at an appraisement, the executor or administrator may sell the same to any other person, for ready money, or on credit as aforesaid; Provided nevertheless, that he shall not sell it at less than the appraisement, without the approbation of the orphans' court granting the administration, or an order, prescribing the terms by the said court, passed as aforesaid.

13. If an executor or administrator shall not, within three months after the date of his letters, exhibit to the orphans' court an inventory as aforesaid, a summons, returnable within not less than eight, or more than thirty days, may, *ex-officio*, or on application of a person interested, be issued against such executor or administrator, to shew cause wherefore such inventory hath not been exhibited; And if the summons be duly returned "summoned," or upon two citations returned, *non est* by the sheriff of the county, wherein the party resided at the time of obtaining his letters, or of the county wherein the letters were obtained, in case the party doth not reside in the state. And if he doth not appear at the return of the summons, or appearing, shall not shew cause satisfactory, the said court may immediately enter on its proceedings, and record, that the said letters be revoked, and may proceed to grant other letters, in the same manner as if such executor had not been named in the will, or as if such administrators were not in existence; And the power of such executor or administrator shall thereupon cease, and he shall be bound to deliver up, on demand to the person obtaining such letters, all the property of the deceased in his hands, or be liable to be fined by such person on his administration bond, or the court may pass an order for the purpose.

14. If there be more than one executor or administrator named in the letters, any one or more of them, on the neglect of the rest, may return an inventory, and the executor or administrator so

neglecting, shall not thereafter interfere with the administration, or have any power over the personal estate of the deceased; but the executor or administrator so returning, shall thereafter have the whole administration, unless, within two months after the return, the delinquent or delinquents shall assign to the court, some reasonable excuse which it shall deem satisfactory.

### Chap. 7.—Assets.

Leases for years, estates for the life of another person or persons, except those granted to the deceased and his heirs only, and all goods, wares, merchandise, utensils, furniture, negroes, cattle, stock, provisions, tobacco, and every kind of produce, the crop on the land of the deceased, by him or her begun, unless where the lands are divided, things annexed to the freehold or building, which may be removed without prejudice to the building, (except those things which are denominated heir-looms, and the cloaths of a widow, and ornaments and jewels proper for her station, and the cloathing of the family,) shall be included in an inventory, to be taken and returned as aforesaid, and shall be considered as assets in the hands of an executor or administrator.

### Chap. 8.—Accounts of administrators, and the conduct of executors and administrators relative to paying and collecting debts.

Sec. 1. Every executor or administrator shall within fifteen calendar months after the date of his or her letters, return to the court which granted them a full account of his or her administration: Provided nevertheless, that if the said party shall within four calendar months after the said date, make oath, (or affirmation as the case may require) that he or she hath reason to apprehend, and doth apprehend, that the personal estate and assets which are or shall be in his or her hands, will be insufficient to discharge the just debts of, and claims against the deceased, the court may, at discretion, allow a further time, not exceeding eighteen calendar months in the whole, from the said date, for returning the said accounts.

2. The orphans' court granting the letters, shall have power to make allowance to any collector, executor or administrator, for property of the deceased which hath perished, or been lost, without the fault of the party: And no profit shall be made, and no loss shall be sustained, by an executor or administrator, in the increase or decrease of the estate under his management; but the executor or administrator shall return an inventory and account for such increase, and may be allowed for such decrease, on the settlement of the final or other account.



3. In case any executor or administrator shall not have money sufficient to discharge the just debts of, and claims against the deceased, the orphans' court granting the letters shall on his application, made after the return of an inventory, direct a sale of the whole property therein contained, or of such part, or to such amount, as the court may think proper, and the court shall direct the manner and terms of sale, provided that no credit exceeding twelve months be given in any case, and that where credit is given, bond with security shall be taken: The court shall have power, in case it shall suspect any fraud &c. or improper management to affect the said sale, or that it was unreasonably made, or that the property was sold much under its value, to compel the said executor or administrator to account for all such deficiencies as may have arisen by such executor's or administrator's misconduct, the court always observing the inventory as their rule for ascertaining such deficiency.

4. The said court shall have power to direct a sale as aforesaid, in case it shall deem a sale advantageous for the persons interested in the administration, either *ex officio*, or on application of any of the said persons.

5. Executors and administrators shall have full power and authority to commence and prosecute any personal action whatever, at law, or in equity, (as the case may require) which the testator or intestate might have commenced and prosecuted, except actions of slander, and for injuries or torts done to the person: And they shall also be liable to be sued in any court of law or equity, (as the case may require) in any action (except as aforesaid) which might have been maintained against the deceased: And they shall be entitled to, or be answerable for costs in the same manner as the deceased would have been, and they shall be allowed for the same in their accounts, provided the court awarding costs against them shall certify, that there were probable grounds for instituting, prosecuting or defending the action on which a judgment or decree shall have been given against them.

6. In no action against an executor or administrator shall he be compelled to put in special bail.

7. In no action, brought against an executor or administrator, shall it be necessary for him to plead, *plene administravit*, or any thing relative to the assets, or for the plaintiff or plaintiffs to reply to such plea: Provided nevertheless, that any executor or administrator sued in chancery, may be compelled as usual, to say in his answer, whether or not he hath assets to answer all just claims against the deceased: And provided also, that if the said executor or administrator shall answer that he hath not assets as aforesaid, the proceedings shall be as they are at present: that is to say, an account may be taken of the assets under the direction of the court.

8. And if the verdict of the jury on the issue joined, be against the executor or administrator, or if he shall be willing to confess judgment, and the debt or damages which the deceased (if he or she were alive) ought to pay, be ascertained &c. the court, before whom the action was brought, shall thereupon assess the sum which the executor or administrator ought to pay, regard being had to the amount of assets in his hands, and the debts due to other persons: And if it shall appear to the said court that there are assets to discharge all just claims against the deceased, the judgment shall be for the whole debt or damages found by the jury, or confessed, or otherwise ascertained and costs: And if it shall appear to the court, that there are not assets to discharge all just claims, the judgment shall be for such sum only as bears a just proportion to the amount of the debt, or damages and costs, regard being had to the amount of all the just claims, and of the assets; that is to say, as the amount of all the said claims shall be to the assets, so shall the amount of the said debt, or damages and costs, be to the sum required for which judgment is to be given.

For further directions under this head, see the act, chap. 8. sec. 9, 10, 11.

12. The orphans' court shall have power, with the consent of both parties, to be entered on their proceedings, to arbitrate between a claimant and an executor or administrator, or the dispute may by the parties, be referred to any person or persons approved by the orphans' court.

13. No executor or administrator, who shall, after the lapse of one year from the date of his letters, have paid away assets to the discharge of just claims, shall be answerable for any claim, of which he had no notice or knowledge: Provided, that at least six months before he shall make distribution, he shall have caused to be inserted in such and so many newspapers as the orphans' court may direct, an advertisement as follows, or fully to the following effect, viz:

“THIS is to give notice, that the subscriber (or subscribers) of —, hath (or have) obtained from the orphans' court of — county, in Maryland, letters testamentary (or of administration) on the personal estate of —, late of — deceased: All persons having claims against the said deceased, are hereby warned to exhibit the same, with the vouchers thereof, to the subscriber, at or before the — day of — next, they may otherwise by law be excluded from all benefit of the said estate. Given under my hand this — day of —.”

14. It shall be the duty of an executor or administrator, within thirteen calendar months after the date of his letters, or within such further time, not exceeding four months longer as shall be allowed by the orphans' court, on his making oath (or affirmation) as aforesaid, respecting the insufficiency of the personal estate, to discharge all just claims known to him, or pay each claimant his

just proportion of the money then in his hands, (retaining as before directed,) it shall likewise be his duty, once in every term of six months, after the first distribution, to make distribution of the money which hath since come into his hands, until he shall have fully administered, and on failure his administration bond may be put in suit.

15. In case all the assets shall have been paid away, or delivered, or distributed in the manner hereafter directed, and a claim shall afterwards be exhibited, of which the executor or administrator hath not knowledge or notice, he shall not be answerable for the same; And if he be sued for any claim, and shall make it appear to the court in which suit is brought, that he hath so paid away, delivered or distributed, and the plaintiff cannot prove that the defendant had knowledge or notice as aforesaid, before such payment, delivery or distribution, the court shall not proceed to give judgment, (although the amount of the claim against the deceased may be ascertained as herein before directed,) until the plaintiff shall be able to shew further assets coming into the defendant's hands, but if the plaintiff shall prove notice, or knowledge of the said claim, against the defendant, judgment may immediately be given for such sum as the plaintiff ought to have received at the dividend, and *feri facias* may issue and have effect, and further judgment may be given, as herein before directed on coming in of further assets. See further sec. 16, in the act &c.

17. In paying the debts of the deceased, an executor or administrator shall observe the following rules: Judgments and decrees against the deceased shall be wholly discharged before any part of other claims. After such judgments and decrees shall be satisfied all other just claims shall be admitted to a distribution, on an equal footing, without priority or preference. If there be not sufficient to discharge all such judgments and decrees, a proportionable division or dividend shall be made between the judgment and decree creditors; but no executor or administrator shall be bound to discover what judgments or decrees have been passed against the deceased unless in the high court of chancery, or the general court of the shore, or the court of the county, where the deceased last resided.

18. If a claim be exhibited against an executor or administrator which he shall think it his duty to dispute or reject, he may retain in his hands assets proportioned to the amount of the claim, which assets shall be liable to other claims, or be delivered up or distributed as hereafter mentioned, in case the claim be not established; And if on any claims exhibited and disputed as aforesaid, the creditor or claimant shall not, within nine months after such dispute or rejection, commence a suit for recovery, the said collector or claimant shall be forever barred; &c. &c. (For further directions see the act.)

19. In no case shall an executor or administrator be allowed to retain for his own claim against the deceased, unless the same be passed by the orphans' court, and every such claim shall stand on equal footing with other claims of the same nature.

20. The bare naming of an executor in a will shall not operate to extinguish any just claim which the deceased had against him, but it shall be the duty of every such executor accepting the trust, to give in such claim in the list of debts, and on his failure to give in such claim, or any part thereof, any person interested in the administration may alledge the same, by petition to the orphans' court granting the administration, and the said court, with consent of the parties, may decide on the same, or it may be referred &c. or at the instance of either party, the court may direct an issue or issues to be tried, and the same shall be tried in any court of law proper for the trial, and most convenient under all circumstances. For further directions see the act.

21. In like manner it shall be the duty of every administrator to give in a claim against himself, and on giving it, or failure to give it in, there shall be the same proceedings in every respect as are herein prescribed with regard to an executor.

22. No executor or administrator shall discharge any claim against the deceased (otherwise than at his own risk) unless the same be first passed by the orphans' court granting the administration, or unless the said claim be proved according to the following rules.

## Chap. 9.—Rules for authenticating or proving claims against a deceased person.

Sect. 1. The voucher or proof of a judgment or decree shall be a short copy thereof, under seal, attested by the clerk, or register of the court, where it was obtained, who shall certify that there is no entry, or proceeding in the court, to shew that the said judgment (or decree) hath been satisfied; there shall likewise be a certificate of some person authorised to administer an oath endorsed on, or annexed to, a statement of the debt due on such judgment or decree, that the creditor, since the death of the deceased, hath taken before him the following oath; or affirmation, viz. "That he (or she) hath not received any part of the sum for which the judgment or decree was passed, except such part (if any) as is credited;" Or if the creditor on the judgment or decree be an assignee of the person who obtained it, the oath or affirmation shall go on, and say further, "And that, to the best of his or her knowledge or belief, no other person hath received any parcel of the said sum, except such part (if any) as is credited;" And an assignee shall also produce the assignment, under the hand of the assignor; And if there hath been more than one assignment, each assignment shall be produced under the hand of the party.



2. If a special bail shall have discharged a judgment against the deceased, he shall be considered as the judgment creditor. And in case the plaintiff who obtained the judgment shall not have assigned the same (as he ought to do) to the bail, a receipt from him; given to the bail, shall be considered as equivalent to an assignment.

3. If there be more than one creditor, the whole oath or affirmation aforesaid with the other vouchers, shall be sufficient.

4. In case of a speciality, bond, note or protested bill of exchange, the vouchers shall be the instrument of writing itself, or a proved copy, in case it be lost, with a certificate of the oath or affirmation made as aforesaid since the death, and endorsed on, or annexed to the instrument or a statement of the claim: "That no part of the money intended to be secured by such instrument hath been received, or any security or satisfaction given for the same, except what (if any) is credited."

5. And if the creditor on such instrument be an assignee, there shall be the same oath (or affirmation) of the original creditor, with respect to the time of the assignment; and in case of successive assignees, there shall be the same oath, or affirmation, taken by each, with respect to the time of each respective assignment.

6. In case of a bill of exchange, the protest, and other things which would be required (if the deceased were alive,) shall be necessary to justify an executor or administrator in making payment or distribution.

7. If the claim be for rent, there shall be produced the lease itself, or the deposition of some credible witness or witnesses, or an acknowledgment in writing of the deceased, establishing the contract, and the time which hath elapsed during which rent was chargeable, and a statement of the sum due for such rent, with an oath or affirmation of the creditor thereon endorsed, "That no part of the sum due for the said rent, or any security or satisfaction for the same, hath been received, except what (if any) is credited:" And if the creditor be an assignee, there shall be such oath (or affirmation) of the original creditor, with respect to the time of assignment.

8. The vouchers or proofs of any claim on open account shall be a certificate of an oath or affirmation taken by the creditor as aforesaid, since the death, endorsed on, or annexed to, the account, "That the account as stated is just and true, and that he (or she) hath not received any part of the money stated to be due, or any security or satisfaction for the same, except what (if any) is credited." And moreover the account shall appear to have been proved as is required by an act passed at November session 1785, chap. 46.

9. Provided nevertheless, that it shall not be considered as the duty of an executor or administrator to avail himself of the act or

limitation, to bar what he supposes to be a just claim, but the same shall be left to his honesty and discretion.

10. If the claim arises on a bond, note or bill of exchange, or account for dealing with a factor, and the principal be not within the state, the factor who took the said bond, or note, or bill, or who sold or delivered the articles in the account, may make oath or affirmation, to be certified as aforesaid, and endorsed on a statement of the money thereon due. "That the said statement is full, just and true, and that he (the deponent,) took the said bond, (or note, or bill, or delivered the articles charged in the account,) as factor to — living in (or lately of) —; that neither he (the deponent) nor the principal, nor any other person for him, or the principal to his knowledge or belief, hath received any part of the money originally due on such bond, note, bill or account, or any security or satisfaction for the same, except what (if any) is credited:" And the said oath or affirmation, with the other respective vouchers and proofs aforesaid, shall authorise the executor or administrator in making payment or distribution.

11. If the factor aforesaid be dead, or out of the state, and the principal be also out of the state, and it shall appear (in case of account,) that the same have been regularly proved according to the act of 1785, aforesaid, an oath, (or affirmation) of any other factor, made after the death of the testator or intestate, and certified and endorsed on the statement as aforesaid: "That the said bond, note, bill or accounts, came into his hands as factor for the creditor, residing in —, after the death (or removal) of — the factor who took the said bond, (or note or bill, or delivered the articles in the account;) that he hath reason to believe, and does believe, that the said statement is full, just and true, and that no part of the money originally due on such bond, (note, bill or account,) or any security or satisfaction for the same, hath been received, except what (if any) is credited:" And the said oath or affirmation, with the other respective vouchers or proofs as aforesaid, shall be sufficient to authorise the executors as aforesaid.

12. When any affidavit or depositions to prove claims, shall have been taken out of the state, the same shall be good, if taken and certified as aforesaid, by the notary of the place, or by some person there authorised to administer an oath, and certified to be such under the seal of the governor, mayor or chief magistrate, or clerk of any court of record, or notary public of such place, and the said oath, affirmation or deposition, shall be as available as if taken before a justice within the state.

13. Provided nevertheless, that no executor or administrator shall be obliged to discharge any claim, of which vouchers and proofs shall be exhibited as aforesaid, but may reject, and at law dispute the same, in case he shall have reason to believe that the deceased never owed the debt, or had discharged the same, or a part thereof, or had a claim in bar; but every executor or admini-

nistrator shall be obliged to discharge the same, or pay a just proportionable part thereof, if passed by the orphans' court granting his letters, unless he shall appeal from the decision of the court in the manner hereafter directed.

14. If the creditor be an executor or administrator, the claim shall not be received, although vouched or approved as aforesaid, unless he make oath or affirmation to be certified as aforesaid, "That it does not appear from any book or writing of his testator (or intestate,) that any part of the said claim hath been discharged, except what (if any) is credited, and that, to the best of the deponent's knowledge and belief, no part of the said claim hath been discharged, and no security or satisfaction hath been given for the same, except what (if any) is credited."

15. No executor or administrator shall be allowed in his account for any claim by him discharged, unless he produce the claim passed by the orphans' court, or proofs or vouchers as aforesaid.

## Chap. 10.—Directions concerning accounts and debts due to deceased persons.

SECT. 1. In the account of an executor or administrator shall be stated on one side, the assets which have come to his hands according to the inventory or inventories returned to the court, or received and appraised as herein before directed, after the inventory or inventories returned, and the sales which have been made under the court's direction; that is to say, the inventory or inventories are to shew the articles of the estate, and the sales the amount of their value, where they have been sold, and for articles so sold, he shall be charged the price according to the return: And if any article hath been sold for credit, and not yet paid for, it shall be accounted for in a subsequent account.

2. On the other side shall be stated the disbursements by him made, viz: 1. Funeral expences, to be allowed at the discretion of the court, according to the condition and circumstances of the deceased, not exceeding three hundred dollars. 2. The debts of the deceased, proved or passed as aforesaid, and paid or retained.

3. The allowance for things lost, or which have perished without the party's fault, which allowance shall be according to the appraisement. 4. His commission, which shall be at the discretion of the court, not under five *per cent.* nor exceeding ten *per cent.* on the amount of the inventory or inventories, excluding what is lost or hath perished. 5. His allowance for costs, and for extraordinary expences, (not personal) which the court may think proper to allow, laid out in the recovery or security of any part of the estate.

For other matters respecting it, see the act, sec. 3, 4, 5, 6, 7, 8, 9, 10, 11.

## Chap. 11. Distribution of an intestate's personal estate.

When all the debts of an intestate, exhibited and proved, or notified and not barred, shall have been discharged, or settled and allowed to be retained, as herein directed, the administrator shall proceed to make distribution of the surplus as follows :

Sec. 1. If the intestate leave a widow, and no child, parent, grand child, brother or sister or the child of a brother or sister of the said intestate, the said widow shall be entitled to the whole.

2. If there be a widow, and a child or children, or a descendant or descendants from a child, the widow shall have one third only.

3. If there be a widow, and no child, or descendants of the intestate, but the said intestate shall leave a father, or mother, or brother or sister, or child of a brother or sister, the widow shall have one half.

4. The surplus exclusive of the widow's share, or the whole surplus (if there be no widow) shall go as follows.

5. If there be children, and no other descendant, the surplus shall be divided equally amongst them.

6. If there be a child or children, and a child or children of a deceased child, the child or children of such deceased child, shall take such share as his, her or their deceased parent would (if alive) be entitled to ; And every other descendant or other descendants in existence at the death of the intestate, shall stand in the place of his, her or their deceased ancestor ; provided, that if any child or descendant shall have been advanced by the intestate, by settlement or portion, the same shall be reckoned in the surplus, and if it be equal, or superior to a share, such child or descendant shall be excluded, but the widow shall have no advantage by bringing such advancement into reckoning, and maintenance, or education, or money given without a view to a portion or settlement in life, shall not be deemed advancement ; And in all cases those in equal degree, claiming in the place of an ancestor, shall take equal shares.

7. If there be a father, and no child or descendant, the father shall have the whole.

8. If there be a brother or sister, or child or descendant of a brother or sister, and no child, descendant, or father of the intestate, the said brother, sister or child, or descendant of a brother or sister, shall have the whole.

9. Every brother and sister of the intestate shall be entitled to an equal share, and the child or children of a brother or sister of the intestate shall stand in the place of such brother or sister.

10. If the intestate leave a mother, and no child, descendant, father, brother, sister or child, or descendant of a brother or sister, the mother shall be entitled to the whole, and in case there be



no father, a mother shall have an equal share with the brothers and sisters of the deceased, and their children and descendants.

11. After children, descendants, father, mother, brothers and sisters, of the deceased, and their descendants, all collateral relations, in equal degree, shall take, and no representation amongst such collaterals shall be allowed; And there shall be no distinction between the whole and half blood.

12. If there be no collaterals, a grand father may take, and if there be two grand fathers, they shall take alike, and a grand mother, in case of the death of her husband the grand father, shall take as he might have done.

13. If any person entitled to distribution shall die before the same be made, his or her share shall go to his or her representatives.

14. Posthumous children of intestates shall take in the same manner as if they had been born before the decease of the intestate, but no other posthumous relation shall be considered as entitled to distribution in his or her own right.

15. If there be no relations of the intestate, within the fifth degree, which degree shall be reckoned by counting down from the common ancestor to the more remote, the whole surplus shall belong to the state, to be applied as the legislature shall hereafter direct, saving to the different schools in this state, the rights which by existing laws they now respectively possess.

16. In case the surplus remaining in the administrator's hands after payment of all just debts exhibited and proved, or notified and not barred, or after retaining for the same, shall consist of specific property, or articles mentioned in the inventory or inventories, the administrator, if he cannot satisfy the parties, may apply to the court to make the distribution, and the court may appoint a day for making distribution, and by summons call upon the said parties to appear, and the said court may, at the appointed time, proceed to distribute, but if a majority in point of value shall neglect to appear, or appearing, shall object to the distribution of the articles, or if the court shall deem a sale of the said articles or of any part of them more advantageous, a sale shall be directed accordingly, and the rules herein before laid down, relative to a sale by order of the said court, shall be observed.

## Chap. 12. Guardians and orphans.

SECT. 1. Whenever land shall descend or be devised, to a male under the age of twenty-one years, or to a female under sixteen, or any such male or female shall be entitled to a distributive share of the personal estate of an intestate, or to a legacy or bequest under a last will or codicil, and the said male or female shall not have a natural guardian, or guardian appointed by last will, agreeably to the statute in that case provided, the orphans' court of the county

where the land lies, or in which administration of the personal estate is granted, shall have power to appoint a guardian to such infant, until the age of twenty-one years, (if a male,) and until the age of sixteen (if a female,) or marriage, and such appointment may be made at any time after the probat of the will, or administration granted on the estate of the deceased, under whom the infant appears to be so entitled to land; And it may be made, if the court shall think proper, in the case of personal estate, either before or after the executor or administrator shall have passed his account.

2. The said court shall have power to call or have brought before them any orphan as aforesaid, for the purpose of appointing a guardian.

3. The court shall also have power, on application of any friend of the infant as aforesaid entitled to land, or a legacy, or distributive share, to call on any guardian under the statute aforesaid, or natural guardian, to give bond for performance of his or her trust, and the court, at discretion, may direct such bond to be given, and on the guardian's failure or neglect, the court may appoint another guardian.

4. And every guardian appointed by the court, before he shall have authority to act as such, shall enter into bond to the state of Maryland, in such penalty, and with such sureties as the court shall approve; And the said bond shall be recorded, and be subject to be put in suit, and be in all respects on a footing with the bond given by an executor or administrator; And the form of the condition of it shall be as follows:

"THE condition of the above obligation is such, that if the above bounden —, as guardian to —, of — county, shall faithfully account with the orphans' court of — county, as directed by law, for the management of the property and estate of the orphan under his care, and shall also deliver up the said property, agreeably to the order of the said court, or the directions of law, and shall in all respects perform the duty of guardian to the said — according to law, then the above obligation shall cease; it shall otherwise remain in full force and virtue in law."

5. On a guardian's executing such bond; the court shall have power to order the land, distributive share, or other property belonging to such orphan, to be delivered to such guardian immediately, or at such time as shall appear reasonable; in the case of legacy or bequest, the court shall direct the delivery as soon as it shall appear that the same may be delivered without prejudice to the person administering, and in the case of a distributive share, the court shall direct the delivery as soon as the same shall be ascertained; And on failure of any former guardian appointed by the court, or of an executor or administrator to comply with such order, his bond may be put in suit, and he may also be attached for contempt, and fined not exceeding three hundred dollars aforesaid; And the court shall have power to call on any guardian for new security, and on failure, may appoint a new guardian.

6. Every guardian appointed by the court having the care of a real estate, shall, within three months after executing his bond, procure the said estate to be viewed and reported on by two skilful, discreet persons, not related to either party, and appointed by the orphans court, which two persons, before they proceed to act, shall swear, or affirm, as the case may be, before some judge or justice, that they will appraise the same without favour or prejudice, and to the best of their skill and judgement; And it shall be the duty of the appraisers to examine the estate, and estimate the annual value thereof, including any slaves, working beasts and stock, and utensils thereon belonging to the orphan, and proper to be leased with the land; they shall likewise set down in writing, what dwelling houses, out houses, orchards, gardens, meadows, enclosures and other improvements, are on the land, and on the condition thereof, and what proportion of the said land is in their estimation in woods; And they shall make out a certificate under their hands and seals, of the whole they have done, to which shall be annexed a certificate of their appointment, and of their having taken the oath or affirmation as aforesaid, and the same shall be returned by the guardian to the orphans court, within three months as aforesaid; And the same shall be evidence against him, in case of any suit for misconduct brought against him.

7. No guardian shall commit waste on the land, but the court may, on his application, allow him to cut down and sell wood, and account for the same, in case it shall deem the same advantageous or necessary for the ward's education and maintenance.

8. And each guardian having a real estate under his care, shall either cultivate the same with the slaves, stock and utensils, belonging to the ward, or to be purchased with his or her money, with the approbation of the court, or he shall lease the same from year to year, or for any term not exceeding three years, and within the nonage of the ward; Or he may with the court's approbation, undertake the estate on his own account, and be answerable for the annual value, such annual value to be every third year ascertained, under the direction of the court.

9. Every guardian shall account for all profit and increase of the estate, or annual value as aforesaid, and shall not be answerable for any loss or decrease sustained without his fault, to be allowed by the orphans court.

10. And once in every year or oftener if required, a guardian shall settle an account of his trust with the orphans court; And the said court shall ascertain, at discretion, the amount of the sum to be annually expended in the maintenance and education of the orphan, regard being had to the future situation, prospects and destination of the ward; And the said court, if it shall deem it advantageous to the ward, may allow the guardian to exceed the income of the estate, and to make use of his principal, and to sell part of the same, under its order; Provided nevertheless, that no part of

the real estate shall, on account of such maintenance or education, be diminished, without the approbation of the court of chancery, or general court, as well as of the orphans court.

11. And on the first account to be rendered by a guardian, he shall state the property by him received from an executor or administrator, or otherwise belonging to his ward, and every increase, and the profits thence arising, if any.

12. In case the personal property of a ward shall consist of specific articles, such as slaves, working beasts, animals of any kind, stock, furniture, plate, books, &c. the court, if it shall deem it advantageous for the ward, may at any time pass an order for the sale thereof, for ready money, or on credit, the purchaser with security, giving bond to the said ward, bearing interest; And all proceedings relative to such sale shall be as herein directed with respect to sales by executors or administrators.

13. Every account of a guardian shall state his expenditures in maintaining and educating the ward, not exceeding the income of the estate, unless allowed by the court; And for no balance of money in his hands shall he be charged interest, unless he shall consent to take the same on interest, but the court may direct him to place the same at interest, taking bond to the orphan, with security approved by the court; And for the trouble and care of such guardian, the court may allow any commission not exceeding *ten per cent.*

14. On a guardian's failing to account as herein directed, his bond shall be liable to be put in suit, and he shall also be liable to attachment and fine as aforesaid, but he shall not be liable to any fine in a court of law, any act to the contrary notwithstanding.

15. On the ward's arrival at age as aforesaid, the guardian shall exhibit a final account to the orphans court, and shall deliver up, agreeably to the court's order, to the said ward, or the husband (as the case may require) all the property of such ward in his hands, including bonds, and other securities, and on failure his office bonds shall be liable, and he shall also be liable to attachment and fine as aforesaid.

16. Nothing in this act contained shall be construed to effect the general superintending power exercised by the court of chancery with respect to trust.

#### Chap. 14. Appendix, containing rules omitted under their proper heads.

Sec. 1. If any person entitled to administration shall deliver, or transmit to the orphans court a declaration, in writing, that he is willing to decline the trust, the court shall proceed as if such person were not entitled.

2. If an executor or administrator shall die before administration is completed, letters *de bonis non* may be granted, at the discre-



tion of the court, with a copy of the will annexed, (if the case require) giving preference however, to the person entitled, if he or she shall actually apply for the same: And the form of the letters shall be as herein before directed, except that the words "already not administered;" be added in their proper place, and the authority conferred by such letters, shall be to administer all things herein described as assets; not converted into money, and not distributed or delivered, or retained by the former executor or administrator, under the courts' direction.

3. A common warrant for land not executed or located in the life time of the deceased, shall be assets after his death, in the hands of an executor or administrator, and subject to distribution, as well as every debt due to, or just claim of the deceased: And if a common warrant for land be executed or located as aforesaid, it shall be considered as the property of the heirs.

4. No personal action shall abate by the death of either party, but executors and administrators shall notice and conform to the directions of the act of 1785, ch. 80, respecting their prosecution or defence of such action.

5. If any thing be bequeathed to an executor, by way of compensation, no allowance of commission shall be made, unless the said compensation shall appear to the court to be insufficient, and if so, it shall be reckoned in the commission to be allowed by the court.

6. No executor shall be obliged to exhibit any inventory or account, provided he will give bond, instead of the bond herein before directed, with such security, and in such penalty as the court shall approve, to the state of Maryland, to be recorded and sued as before directed, with condition, "for paying all just debts of, and claims against the deceased, and all damages which shall be recovered against him as executor, and also all legacies bequeathed by the will," provided the said executor be residuary legatee, or provided the residuary legatee of full age, shall notify his or her consent to the court: And in case such bond be given by an executor, he shall be answerable for all debts, claims and damages, recovered against him as executor: And if suit be brought against him as executor, the judgment shall be for the whole sum found by the jury, or otherwise ascertained, and execution may issue and have effect, as if he were sued in his own right: And any legatee shall be entitled to recover the full amount of his legacy, either in a suit upon the said executor's bond, or in a suit in chancery, as is usual in case of legacies, or in an action on the case, in which the giving of such bond shall be considered as an assent to the legacy.

7. No administrator, entitled to the whole residue after payment of debts of, and claims against the intestate, shall be obliged to return an inventory or account, provided he will give bond, with such security, and in such penalty, as the court shall ap-

prove, conditioned for paying all debts, claims and damages, which shall be recovered against him as administrator: And in case he shall give such bond, he shall be answerable for all debts, claims and damages aforesaid, and judgment may be given, and execution may issue and have effect, as herein directed, with respect to an executor giving a similar bond.

8. The rules and regulations herein contained, relative to last wills and codicils, shall be construed to extend to all cases where the testator or testatrix shall die after the time when the operation of this act shall commence, without regard to the time of making the will or codicil.

9. Forasmuch as it is the intent of the law now in force, as well as of this act, that executors and administrators shall suffer no loss from the decrease of the estate, and make no gain from the increase, and that, when necessary for paying debts, a sale shall take place, and the said executor or administrator be accountable for the amount of the sales, in every case where letters testamentary or of administration have already been granted, and the administration hath not been completed, or a final account passed, the rules herein before laid down, relative to the duties and powers of executors and administrators: And the remedies against them, shall govern and prevail with respect to such part of the administration as shall remain incomplete at the time when the operation of this act is to commence: Provided nevertheless, that this act shall not be construed to deprive any executor or administrator of any right which accrued to him by entering on his trust, or to exempt any executor or administrator from any remedy or proceeding against him, which any person is or shall be entitled to, on account of his not having observed the directions of the law now in force.

10. All rules herein contained, relative to an executor or administrator, shall apply and extend to an executrix or administratrix, or executors or administrators respectively, unless otherwise expressly provided for &c.

11. If any security of an executor or administrator shall conceive him or herself in danger of suffering from the suretyship, he may apply to the orphans' court which granted the administration, and the said court may call upon the party to give counter security, to be approved by the court; And if the party so called on, shall not, within a fixed reasonable time, give such counter security, the court may order the property remaining in the hands of such executor or administrator to be delivered up to such security, and the court may enforce the delivery, by process as hereafter directed; And an inventory of the said property delivered to such security, shall be returned without delay, and the property contained in such inventory, shall be by the said security sold, distributed and delivered up, as the case may require, under the immediate order of the court, as if such security were executor or adminis-

trator ; but inasmuch as it would be inconvenient to creditors, and others interested in the estate, if there should be a double administration, the executor or administrator shall go on to discharge his trust, unless the court revoke his letters for some just cause, as herein before directed, and he shall be answerable for the property in the same manner as if it were not on his default as aforesaid delivered to the security, and he shall be entitled to sue the said security, in a special action on the case, grounded on this act, and recover damages with double costs, in case he shall suffer from the misconduct of such security, in diminishing any part of the property, without obtaining an allowance for the same from the court ; And the said security shall bring into court, to be deposited with the register of wills, the money arising from the sale of any property as aforesaid, to be applied according to the meaning of this act.

12. Any executor or administrator shall be entitled to appoint a meeting of creditors, or of persons entitled to distributive shares or legacies, or a residue, on some day by the court approved, and passage of claims, payment or distribution may be there made, under the court's direction and controul.



### Form of a will and testament.

IN the name of God, amen. I, A. B. of ——— county, in the state of Maryland, being in perfect health of body, and of sound and disposing mind, memory and understanding, (or, *being sick and weak in body, but of sound &c.*) considering the certainty of death, and the uncertainty of the time thereof, and being desirous to settle my worldly affairs, and thereby be the better prepared to leave this world when it shall please God to call me hence, do therefore make and publish this my last will and testament, in manner and form following ; that is to say :

First and principally, I commit my soul into the hands of almighty God, and my body to the earth, to be decently buried at the discretion of my *executrix* herein after named, and after my debts and funeral charges are paid, and my wife's thirds taken out, I devise and bequeath as follows :

(*Pecuniary legacy.*)

I give and bequeath unto E. F. of ——— county, the sum of ——— dollars.

(*Devise of land in fee-simple.*)

Item....I give and devise unto A. my eldest son, my plantation whereon I now dwell, known by the name of ———, containing by patent, about ——— acres, more or less, to him the said A. and his heirs and assigns, in fee-simple.



*(Devise of land in fee-tail.)*

Item....I give and devise unto B. my second son, a tract of land lying in — county, called —, containing — acres, more or less, to him the said B. and the heirs of his body lawfully begotten.

*(Devise of a lease-hold for the term unexpired.)*

Item....I give all that my lease-hold plantation in — county known by the name of —, containing — acres, more or less, to my youngest son C. during his natural life, and from and after his decease, I give the same to my daughter D. her heirs and assigns, for and during the remainder of my estate and interest therein.

*(Bequest to a daughter, and disposal of the profits for her education and maintenance.)*

Item....I give and bequeath to my daughter D. aforesaid, two negroes, the one called —, and the other called —, as also the sum of — dollars, to be paid her by my *executrix* herein after named, when she arrives to the age of *sixteen* years, or day of marriage, which shall first happen, until which time my said executrix shall retain the profits arising from the labor of the said negroes, and interest of the money so bequeathed, and apply the same towards the education and maintenance of my said daughter.

*(Bequest to two grand-daughters, with survivorship.)*

Item....I give and bequeath unto each of my two grand-daughters I. and K. children of my daughter E. the sum of — dollars, to be paid to them and each of them respectively when they come at their respective ages of *sixteen* years, or day of marriage, which shall first happen; And I direct that the said sums of money be put out to interest on bond, with good securities by my *executrix*, and that the profit arising therefrom be applied towards their education and maintenance respectively, until their said ages or marriage as aforesaid, and in case either of them shall die before the age of twenty-one or marriage, then I give the share of her so dying unto the survivor of them, and if both of my said grand-daughters shall happen to die before they attain the age of twenty-one, or marriage, then I give and bequeath the whole of the said several sums, and all interest that shall be due thereon, unto my daughter D.

*(Bequest to an imprudent son.)*

Whereas my son O. B. hath highly offended, and disoblged me, and all his friends and relations, by his late improvident marriage, and in other parts of his conduct in life hath rendered himself unworthy to be called or taken notice of as a son, I do therefore hereby declare, that the — dollars which he owes me by bond, and from which I do by these presents acquit and discharge him, shall go in full satisfaction of all right, title, interest, claim and demand whatsoever, which he may, or can in any way pretend to have or claim, of, in or to all or any part of my real or personal estate.



(*Bequest to a feme covert.*)

Item....I give and bequeath unto my daughter L. C. the wife of G. C. — dollars, during her life only, and after her decease to her present children then living, to be equally divided between them, under this express proviso nevertheless, that my *executrix* shall not be compelled to pay into the hands of the said G. C. any thing herein bequeathed unto my said daughter L. C. but that the same shall remain and continue in the hands of my said *executrix*, her executors, or such person or persons as she shall appoint during the life of the said G. C. and that during his life the profits thereof shall be paid to the said L. C. and that any receipts or writings witnessing the payment of such profits to the said L. C. and signed by her, though covert, shall be sufficient discharges to my *executrix*, or person or persons by her appointed as aforesaid.

(*Devise of the residue.*)

Item....I devise and bequeath all the rest and residue of my estate, both real and personal, to be equally divided among my sons A. B. and C. and daughter D. in equal portion, share and share alike.

(*Appointment of an executrix, and revocation of former wills.*)

And lastly, I do hereby constitute and appoint my dear wife C. B. to be sole *executrix* of this my last will and testament, revoking and annulling all former wills by me heretofore made, ratifying and confirming this, and none other to be my last will and testament.

IN testimony whereof I have hereunto set my hand, and affixed my seal, this — day of — in the year of our Lord one thousand eight hundred and —.

A. B.

\* ~ ~ ~ \*  
 { SEAL }  
 \* ~ ~ ~ \*

Signed, sealed, published and declared by A. B. the above named testator, as and for his last will and testament, in the presence of us, who at his request, in his presence, and in the presence of each other, have subscribed our names as witnesses thereto.

I. K.  
 L. M.  
 N. O.

~~~~~  
 Form of a codicil.

WHEREAS I, A. B. of — county, have made and duly executed my last will and testament in writing bearing date the — day of — in the year —, which said last will and tes-

tament and every clause, bequest and devise therein contained, I do hereby ratify and confirm (saving and excepting such clauses, bequests and devises, therein mentioned, as are by me herein after revoked and made void,) and being desirous to alter some parts thereof, and of making additions thereto, do therefore hereby make this my codicil, which I will and direct shall be taken and held as part of my said will and testament in manner and form following, that is to say :

(First devisee dying without heirs.)

Whereas since the making of my said will, my eldest son A. is dead, without heirs, now I hereby give and devise to my second son B. the plantation called —, devised to my son A. in and by my said last will and testament, to him my said son B. and his heirs and assigns, in fee-simple.

(New legacy.)

Item....I give and bequeath unto H. H. of — county the sum of — dollars.

(Revocation of a legacy, and bequeathing a less sum.)

And whereas by my said will I did give and bequeath unto E. F. of — county, the sum of — dollars, now I do hereby revoke the said legacy, and do give unto him the said E. F. the sum of — dollars, in lieu thereof, and no more.

(Bequest to wife, exclusive of dower.)

And whereas the property which I now possess hath been chiefly acquired by the joint industry and frugality of my dear wife and myself, and thinking some addition to her dower or thirds necessary, the better to enable her to live with convenience and comfort, I do therefore by this my codicil give and bequeath unto my said wife, during her natural life, all interest accruing annually, semi-annually or quarterly, upon *fifty* shares standing in my name, and which I now possess, in the bank of —; it being expressly my intention that this bequest to my said wife is to be understood and considered as exclusive of, and in addition to her dower or thirds which she is entitled to by law.

(Revocation of executor's appointment, and constituting another.)

And whereas I did constitute and appoint my dear wife to be executrix of my said will, now I do by this my codicil, will and direct, that my said wife shall not be executrix of my said will, and do hereby revoke my appointment of her as such, and in her room and stead do hereby constitute and appoint my son B. to be sole executor of my said will, as fully and effectually as if he and no other person had been, originally, in and by my said will constituted and appointed executor thereof.

In testimony whereof, I have hereto set my hand, and affixed my seal, the — day of — in the year &c.

A. B.



Signed, sealed, published and declared by A. B. }
 the above named testator, as and for a codicil }
 to his last will and testament, in the presence }
 of us, who at his request, in his presence, and }
 in the presence of each other, have subscribed }
 our names, as witnesses thereto.

I. K.

L. M.

N. O. }



A preamble to the will of a feme covert.

IN the name of God, amen. I, A. B. wife of C. D. of &c. do, by virtue of a power to me in that behalf given and reserved, by virtue of a deed of settlement made before my intermarriage with my present husband, bearing date the — day of —, for giving and disposing of several goods, chattels and other estate, as mentioned in the said indentures, give, devise and bequeath as follows: &c.



A bequest of furniture as an heir-loom.

ITEM.—I give and bequeath unto the said M. A. and W. A. their executors, administrators and assigns, all the furniture, household stuff and utensils, in or belonging to my mansion house at — (other than, and except my silver plate, which I will, shall be taken, deemed and accounted as part of my personal estate) also all the orange trees and lemon trees, and all other greens and plants in, about or belonging to my said mansion house, or the gardens to the same belonging: Upon trust nevertheless, to permit and suffer the same to continue and remain as heir looms in and about the said house, for the use of every such person and persons, who for the time being, shall respectively be seized or possessed of the freehold of the same mansion house and premises, by force and virtue of any devise or limitation thereof, in this my last will and testament contained, or otherwise howsoever: And I will that an inventory shall be taken thereof, as soon as conveniently can be, after my death, to the end the same may be the better preserved for the purpose aforesaid, according to the true intent and meaning of this my will; but my will and meaning is, that none of my utensils of husbandry, shall be deemed or preserved as heir looms.

Clause in a will as to guardianship of children:

ITEM.—I do hereby appoint and direct, that my said dear wife shall have the guardianship and tuition of my children during their minority respectively, so long as she shall continue sole, and in case of her death or marriage during the minority of any of my children, then I appoint that my much esteemed friend W. shall have the tuition and guardianship of them during their minority, and in case of his death during the minority of any of my children, then I appoint that my much esteemed friend T. shall have the guardianship and tuition of them during their minority: And I earnestly intreat their utmost care respectively, in and about the morals and education of my said children.



A devise in trust, and appointment of trustees:

ITEM.—I give and bequeath unto my good friends A. and B. their executors, administrators and assigns, the sum of — to be paid by my executrix herein after named, within one year next after my decease: And I do by this my will, charge and make subject all my estates whatsoever and wheresoever, and of what nature or kind soever, to and with the payment of — unto them my trustees, the said A. and B. their executors, administrators and assigns, at the time aforesaid: Nevertheless upon the several trusts, intents and purposes, and subject to the proviso herein after mentioned, expressed and declared, of and concerning the same, that is to say, upon this special trust that they my said trustees, and the survivor of them, his executors, administrators and assigns, from and immediately after the receipt of the said sum of —, shall and do, as soon as conveniently may be, put and place out the same in some public stock, bank or fund, or otherwise upon good and sufficient security, with full power for my said trustees at any time to call in, remove and new-place out the same, in such manner as they shall think fit, so as the best annual interest be made thereof, as conveniently may be without lessening the principal: And upon this further trust, that they my said trustees, do apply and convert both the principal and interest of the said sum of — after the expiration of the term of years hereafter expressed, to the following uses and purposes, that is to say, &c.

Directions for surviving trustee, to assign new trustees to prevent the trust from going to an executor or administrator.

AND I do hereby further order and direct, that when and so soon as either of my said trustees shall happen to die, that then the survivor of them shall and do forthwith assign or cause to be assigned, my lease-hold houses &c. and all his estate, term and interest therein, to one or more new trustee or trustees, to be nominated by the person or persons, who for the time being shall be entitled to the rents and profits thereof, by virtue of this my will, in such manner as that the legal interest thereof, may be revested in such survivor, and the person or persons who shall be so nominated for that purpose as aforesaid, upon the trusts aforesaid, and so from time to time, and as often as the present or any succeeding trustees shall be reduced by death to one, *to the end*, that the same trust may not go or descend to an executor or administrator.



Trustees in a will, to deduct their expences, and not be answerable for each other.

PROVIDED always, and my will is, that it shall and may be lawful to and for my said trustees hereby named and appointed as aforesaid, to deduct and take to themselves out of the rents and profits of the said premises, all the reasonable costs and charges which they or either of them shall sustain, suffer and expend, or be put unto in or about the execution or performance of any the trusts aforesaid: And that neither of them shall be answerable for the acts, receipts, neglects or defaults of the other of them, but each for his own acts only, and neither shall be chargeable with any of the rents and profits of the said premises, other than what shall actually come to their hands severally and respectively, nor for the loss thereof, unless it be by or through their wilful neglect or default.



Clause in a will for determining disputes, about any gift or bequest.

And lastly, my express will and meaning is, and I do hereby order and appoint, that if any difference, dispute, question or controversy shall be moved, arise or happen, concerning any gift, bequest or other matter or thing, in this my will given and bequeathed, expressed or contained, that then no suit or suits in law or equity, or otherwise, shall be brought, commenced or prosecuted;

for and concerning the same, but the same shall be referred wholly to the award, order and determination of my esteemed friends F. H. and R. D. both of &c. and what they shall order, direct or determine therein, shall be binding and conclusive to all and every person and persons therein concerned.



A summons for a witness to give evidence before a justice of the peace.

_____ County, to wit :

YOU are hereby summoned to appear before me the subscriber, one of the justices of the peace, in and for said county, on *Tuesday* the _____ day of _____, at _____ o'clock in the forenoon of that day, to give evidence in a certain cause depending before me, at the suit of A. B. against C. D. for a debt not exceeding ten pounds, on the part and behalf of the *plaintiff*; Hereof fail not at your peril. Given &c.



Attachment of contempt for not attending as a witness.

_____ County, to wit :

THE state of Maryland, to the sheriff of _____ county, greeting : You are hereby commanded to attach the body of E. F. and him immediately have before me or some other justice of the peace in and for said county, to answer touching a certain contempt by him committed, in not attending as a witness for C. D. at the suit of A. B. after being thereto legally summoned. Given &c.



An execution against the body, on a judgment obtained before a justice of the peace.

_____ County, to wit :

THE state of Maryland, to the sheriff of _____ county, greeting : Whereas on the _____ day of _____, A. B. hath obtained judgment before me the subscriber, one of the justices of the peace in and for the said county, against C. D. for the sum of _____, a certain debt, (*or damages as the case may be,*) and _____ costs. These are therefore to command you, to take the said C. D. if he shall be found in your bailiwick, and him safe keep, so that you have his body before me on the _____ day of _____, (*to be made returnable at a certain day not exceeding forty days after the test,*)

to satisfy unto the said A. B. the debt, *damages*, costs and charges aforesaid. Hereof fail not at your peril, and have you then and there this writ. Given under my hand and seal, this &c.



A fieri facias against the goods and chattels &c.

_____ County, to wit :

THE state of Maryland, to the sheriff of _____ county, greeting : Whereas on the _____ day of _____, (*as in the foregoing precedent.*) Therefore you are hereby commanded, that of the goods and chattels of the said C. D. being in your bailiwick, you cause to be made and levied, the said debt, *damages*, costs and charges aforesaid, and have you those sums before me, on the _____ day of _____ next, (*returnable as the foregoing,*) to render unto the said A. B. the debt, *damages*, costs and charges aforesaid. Hereof fail not at your peril, and have you then and there this writ. Given &c.



Oath of a witness in a cause depending before a magistrate.

THE evidence you shall give in the matter now depending before me, between A. B. plaintiff, and C. D. defendant shall be the truth, the whole truth, and nothing but the truth : So help you God.



INDEX.

ACQUITTANCES OR RECEIPTS....	Observations &c.	5
for rent paid		5
general receipt from one to another		6
for a debt due to another person		6
for a debt received of a third person		6
in part of a debt due on bond		6
for interest due on bond		7
for a legacy		7
for purchase-money on executing a deed &c.		7
for money for the redemption of lands &c.		7
acknowledging the receipt of writings &c.		8
to an administrator on payment of a debt due from the intestate		8
proper to be taken upon a person's giving a promissory note or bond for a book debt		8
for a creditor's portion of an insolvent's estate		9
ACCOUNTS....	Of administrators relative to paying and collecting debts &c.	336
ACKNOWLEDGMENTS....	Of deeds how made	9
of a deed with a relinquishment of dower		10
same without a relinquishment of dower		11
taken in open court		12
by an attorney in virtue of a letter of attorney		12
the like if the power is contained within the deed		13
by a <i>feme covert</i> non-resident of the state		13
by an attorney in virtue of a letter of attorney where the grantor lives out of the state		123
to deed of manumission		194
to deed of assignment and surrender &c.		91
ADMINISTRATORS....	Their duty &c. see executors and administrators	327
ADMINISTRATION....	Bond how to be given	330
how and of whom letters testamentary or of administration are to be obtained		330
how where personal property of the testator &c. is in another county to be administered		330
revocation of letters of administration, where a will afterwards is found		330

Administration....how where a person entitled to administration declines the trust	318
AFFIDAVITS....To hold to bail in a variety of cases	14
for the continuation of the cause	16
another form	16
for a commission	17
of executing a letter of attorney	17
of demand and refusal of costs for not going to trial &c.	17
of serving a declaration in ejectment	18
by one of the subscribing witnesses to a power of attorney, executed beyond sea	18
of waste committed on granting an injunction	22
of the service of an award	18
to hold to bail in an action of trespass	20
same in detinue and trover	19
of the service of a copy of a decree	19
to authorise a writ of replevin, where the property is taken to pay taxes, where nothing or a very small sum is due	21
that the property about to be replevied was not taken for taxes &c.	22
by a witness to a power of attorney executed out of the state	124
AFFREIGHTMENTS....Charter party of	106
another form	107
AGREEMENTS....Observations &c.	22
general form of articles of agreement	24
between an attorney and his clerk	23
for the sale of an estate, with a penal clause for the performance of covenants	24
for rebuilding mills	26
between a trader in the country and his factor in town	27
between a merchant and his apprentice	28
of copartnership for carrying on a joint trade	30
of separation of copartnership	32
of marriage	33
separation between a man and his wife	320
for building a house	35
for a hired servant	36
for a copy right	37
on a sale of wheat	38
between a housekeeper and his lodger	38
to make an assignment of a lease	39
for the taking down an old house and building up a new one for a certain sum &c.	41
between a high sheriff and his under sheriff	39

Agreements....of copartnership in merchandise	241
to continue a copartnership	253
memorandum between two persons who agree to enter into copartnership	255
relinquishment of a man's estate or interest in a copartnership	255
articles of separation between a man and his wife	320
ANNUITY....Assignment of an annuity left by will	76
letter of attorney to receive annuities	118
form of a bond of annuity	166
APPEAL....See bonds	150
APPRAISERS....Of a deceased person's personal estate, their duty	333
oath of an appraiser	333
APPRENTICE....Indenture thereof to be taught the business of a clerk	42
same to be taught a trade	43
same where a child binds himself &c.	44
same made by two justices of the peace in vacation of the orphans' court	45
same made by the trustees of the poor or any three of them	45
same for the sea	46
same for the sea for a common sailor	47
same for the faithful service of an apprentice	173
for finding an apprentice in cloaths and washing, and in case of sickness, diet &c. and for his fidelity	180
discharge of an apprentice from his indenture	48
assignment of indenture made by a widow	48
ARBITRATION....See award, &c.	94
bond to abide by award	164
ASSETS....What shall be considered as assets in the hands of executors or administrators	336, 340
ASSIGNMENTS....Observations &c.	49
of indenture of apprenticeship by a widow of a master	48
of a judgment	49, 83
of a judgment recovered against the principal and surety, surety having paid the debt	50
of a bond by endorsement where security paid the debt	50
of a lease	51
of a mortgage	52
of a captain's pay for security of a debt &c.	53
of a bail bond by a sheriff to plaintiff	53, 139
of a bond for the payment of money as prescribed by law	56

Assignments....assignment and release of a share of the residue of the testator's personal estate from one executor to another	57
assignment of a share of the residuary part of a personal estate	60
assignment indorsed upon a deed of dissolution of co-partnership	62
assignment in trust for creditors	66
assignment from the assignees of a bankrupt of a leasehold estate, and all monies &c. remaining unsold and unappropriated after all his debts are paid and the commission superseded	64
assignment of the equity of redemption of mortgaged premises from an administrator to the mortgagee	72
assignment of an annuity left by a will	76
of a pension until money due upon a bond shall be satisfied thereout	78
of a leasehold premises by indorsement from an executrix to a purchaser	80
of a bond	82
another to be written on the back of the bond	83
of a bill of sale of goods, annexed	85
of a bill of sale of part of a ship by indorsement	85
of a negro female slave and her mulatto child by indorsement	86
of the eighth part of a ship	86
of part of a cargo on board a ship	88
of a policy of insurance of a ship, pursuant to an award	89
of a patent right	89
of a lease by an indorsement thereon, in satisfaction of a debt	91
assignment and surrender of demised premises, in consideration of a sum of money paid, and of being released from rents reserved &c.	91
ATTACHMENT.... Probate to obtain an attachment, debtor not being a citizen	132
debtor being a citizen, has fled &c.	133
that garnishee is about to remove	133
sheriff's return on a writ of attachment	202
attachment of contempt for not attending as a witness before a justice of the peace	358
ATTORNEY.... Observations on powers or letters of attorney	108
letter of attorney, to receive rents, debts and dividends, and to demise premises and take distresses	110
general letter of attorney	108

Attorney....to let or sell lands	109
to receive a composition from an insolvent	111
to receive composition money from the administratrix of an insolvent	112
from trustees to dispose of an insolvent's stock in trade, and collect debts	112
to settle accounts and differences and receive money	113
to sell an annuity, settle accounts and receive debts and other monies	114
letter of attorney to receive a legacy	115
to receive a sum of money decreed in chancery	116
to receive rent	117
to make a distress	117
an irrevocable letter of attorney to receive annuities	118
to deliver seizen of lands &c.	118
to receive seizen	119
an irrevocable letter of attorney to receive money due on bond	119
letter of attorney from a seaman to his wife, to receive his wages and all other debts	120
to transfer stock of the United States, with directions respecting the attestations &c.	120
to receive interest executed before a magistrate	121
to settle the estate of a testator	121
to settle the estate of an intestate	122
to acknowledge a deed where the grantor lives out of the state, to be annexed to the deed	123
same where contained in the deed	186
revocation of a letter of attorney	125
to two persons, but in case of death, absence or refusal of both or either of them, then to another alone, or with either of them that will act	125
from a merchant to two of his clerks, to transact and manage commercial concerns	125
from an administratrix of a copartner, to the surviving partner, of all debts due in partnership	126
to receive legacies and effects	127
to receive debts &c. and revocation of a former letter of attorney	128
letter of attorney from a person empowered by another to receive a debt	129
to execute a deed of composition and receive a dividend	129
from trustees to debtors to receive their own debts	130
to receive and recover money from underwriters	131
to sell stock and receive the intermediate dividends	132
AWARDS.... Observations on reference and awards	94
a reference, appointment of an umpire and his award	99

Awards....award in an action of debt for plaintiff	101
same in an action of damages for plaintiff	102
same in ejectment for the plaintiff	102
award for the defendant	105
bond to abide by an award	164
award made by two arbitrators &c.	103
an umpirage for want of a determination by arbitra- tors chosen	104
an award or umpirage by a single person elected to arbitrate	104
a submission to arbitration in order to make it a rule of court	105
a release pursuant to an award	268
BAIL....Affidavits &c. to hold to bail	14
form of a bail piece	140
BARGAIN AND SALE....See deeds	183
BASTARDY....Examination of justice of the peace, war- rant &c.	301
BEQUEST....See testament and last will	322
BILLS AND PROMISSORY NOTES....Observations &c.	134
a penal bill for the payment of money	134
a single bill for the payment of money	135
a promissory note, or common note for money, two forms	135
BILL OF CREDIT	140
of adventure at sea	149
BILL OF SALE....Of goods and chattels	149
of a negro slave, warrant &c.	148
of ——— parts of goods on board a ship (the other parts being salvage, the ship having been taken and retaken) in consideration of a debt with a co- venant from the bargainee to be answerable for the surplus value beyond the amount of the debt	141
of wages	142
of a ship	148
of a ship from two persons, each of a moiety	144
of a ship for security of money lent	145
of a ship and policy of insurance upon a condition &c.	146
for a vessel under the act of Congress of the United States	147
BONDS AND CONDITIONS....Observations &c. respect- ing them	135
from one to one	136
from two to one	137
from three to one	137
from one to two	138
from three to three	138
for the payment of money at several days	138

Bonds....	
Bail bond given to a sheriff, and assignment thereof by the sheriff to the plaintiff	139
to prosecute an appeal, or sue forth a writ of error, from a judgment of the general court to the court of appeals	150
to prosecute an appeal &c. from a judgment of the county court, to the general court	151
same from the judgment of a magistrate to the county court	153
to be given by the collector of the county charge	153
to be given by a coroner	154
to abide by a decree in chancery where a <i>ne exeat</i> had been sued forth	155
to prosecute a writ of injunction to proceed in equity against any verdict or judgment	155
to prosecute a writ of injunction to stay proceedings at law	156
to be given by an inspector of tobacco	157
to prosecute a writ of replevin	157
to prosecute a writ <i>de retorno habendo</i>	158
to be given by a sheriff	159
to be given by a deputy sheriff to the high sheriff	161
to be given by a trustee of an insolvent debtor	162
same by a trustee for the sale of an estate under a decree in chancery to pay debts	163
to be given by a trustee of a lunatic	163
arbitration bond, condition thereof, with or without an umpirage	164
counter bond or bond of indemnity where one man becomes bound for another	165
same, where one is bail for another in a bail bond	165
to marry a certain person or pay a sum of money for payment of a certain sum yearly to two persons during their lives	166
for the performance of covenants	166
to convey an estate at a future time free from incumbrances, and in the mean time the obligee to receive the profits	167
to pay the debts of the obligee, out of the purchase-money for land sold	167
of indemnity against a wife's dower	169
that a person when of age, shall convey land	170
given to trustees in consideration of a marriage and marriage portion, to leave the wife and her issue a competent fortune	171
same to make a jointure to a wife	171
for the conveying of lands to a purchaser, and for executing an assignment &c.	172

Bonds....To collect rents and render accounts &c.	173
for the faithful service of an apprentice	173
same for a hired servant	174
from a man to suffer his wife to live apart and have all the effects she is possessed of, and behave quietly to her &c.	174
to suffer a wife to live apart from her husband	175
of indemnity on paying a lost bond	176
of indemnity on paying a lost note	177
on delivering goods to a broker to be disposed of	177
on a person's being empowered to get in debts	178
for refunding a legacy in case of deficiency of assets	179
for finding an apprentice in cloaths, washing &c. and in case of sickness, diet &c. and for fidelity	180
for a clerk's fidelity	181
to be given by a supervisor of the roads	182
bond being lost, release thereof on payment of a sum of money, covenant to deliver it up when found, and indemnify in the mean time	265
to be given by a guardian	346
BOTTOMRY....See bonds	135
BURGLARY....See warrants	294
CHARTER PARTY....See affreightment	106
CODICIL....What &c.	323
form thereof	352
COLLECTOR....Bond to be given by him for collecting county charge	153
his duty under an appointment by the orphans' court, respecting deceased persons estate	335
COMMISSION....Return thereof, to mark and bound lands in other cases see returns	314
COMMITMENT....See warrants for felony &c.	293
same for want of sureties to keep the peace	295
COMPOSITION....With creditors, see deeds	226
another to accept five shillings in the pound and execute releases &c.	227
composition and release from creditors to a debtor, upon compounding his debts	267
CONDITIONS....See bonds.	
CONFESSION OF JUDGMENT by way of supersedeas, certificate &c.	182
CONSTABLE....See distress	211
CONTRACTS... See agreements, deeds &c.	
CONVEYANCES....See deeds, assignments.	
CO-PARTNERS....See agreements, deeds &c.	
COPY-RIGHT....Agreement for a	37
assignment of a patent right	89
CORONER....Bond to be given by a	154

COUNTER BOND....See bonds

COVENANTS...Observations thereon &c.

bond for the performance of covenants	273
from the assignee of a lease to pay the rents reserved by the original lease and to perform the covenants therein contained	166
from assignor of a lease, that he has done no act to incumber	273
from same, for peaceable enjoyment	274
from bargainor that he is seized of the premises which are free from incumbrances	274
from bargainor that he will warrant and defend	277
from bargainor for further assurances	278
from mortgagors, that they are seized	278
from mortgagors, that they will pay the money that in case of non-payment, mortgagee to enter &c.	275
that the mortgaged premises are free from incumbrances	275
by mortgagors for further assurances	276
that mortgagors may enjoy until default is made in payment	276
in a lease, that the lessor may upon six months notice, take part of the premises into his own hands	277
covenant or proviso in a lease, allowing the tenant to be free before the end of the term granted	279

DEEDS....Observations thereon &c.

how acknowledgments of deeds are to be made &c.	183
of bargain and sale from bargainor to bargainee	9
of bargain and sale, with letter of attorney &c. to acknowledge the same	185
same from mortgagee and mortgagor to a purchaser	186
a deed to be given by an executor or administrator of lands sold for the payment of debts under an order or decree of the orphans' court	189
by the chancellor for lands sold by the agent	188
by collector to a purchaser of land sold for the payment of taxes	190
deed of gift of lands	191
same of goods and chattels	193
deed of manumission	194
from a sheriff to the purchaser of property taken and sold under a <i>feri facias</i>	194
another form	197
deed of partition	198
deed between late sheriff and present sheriff for setting over prisoners, writs, &c.	195
deed of surrender of demised premises, and release of rents reserved &c.	199

Deeds....deed by a trustee appointed by the chancery court to sell an estate to the purchaser of said estate, or part thereof	201
deed of trust for the benefit of children &c.	202
same for the benefit of creditors	203
deed of trust by an insolvent debtor	204
deed of trust for the benefit of sureties and creditors	205
deed of trust to sell lands and apply the proceeds to the use of a third person &c.	209
deed of copartnership of any trade or business, with all the usual covenants	241
another for carrying on a joint trade	251
to continue a copartnership	253
a relinquishment of a man's estate or interest in a copartnership	255
of separation of copartnership	32
deed of composition with creditors	226
another to accept five shillings in the pound, and to execute a general release	227
deed of surrender to a person having the reversion in fee	270
deed of surrender for a term of years	270
deed of surrender, or declaration of a trust on a mortgaged term	271
a declaration of trust, by way of assignment	272
a deed of assignment and surrender of demised premises in consideration of a sum of money paid, and of being released from rents reserved &c.	91
deed of separation between a man and his wife	320
see assignments for a variety of other forms of deeds marriage settlement, barring dower, (see Harris's Entries, 1 vol. 96.)	
DETAINDER....Forcible detainer, proceedings therein by justices of the peace	282
DEVISE....Of lands in fee simple	351
in fee tail	352
of a leasehold for the term unexpired	352
of residue &c.	353
in trust and appointment of trustees	356
DISTRESS....For rent, observations thereon &c.	211
how to proceed when a distress is to be made	211
inventory of the goods &c. taken	212
notice to the tenant of the distress	212
warrant where goods are fraudulently removed	297
DOWER....Form of a release of dower	262, 263
bond of indemnity against a wife's dower	169
how <i>feme coverts</i> are to relinquish dower	10
same when non-resident of the state	13

Dower....marriage settlement barring dower (Harris's Ent. 1 vol. 96.)	
bequest exclusive of dower	354
EQUITY OF REDEMPTION of a mortgaged estate, release of	261
EXECUTORS AND ADMINISTRATORS.	
Bond, how to be given	327, 330
how and of whom letters testamentary or of administration are to be obtained	327
how, where personal property of the testator &c. is in another county	327
how to proceed where executor or executrix named in a will, renounce the trust	329
no executor or executrix not named in the letters testamentary &c. shall in any manner interfere with the administration	329
no executor or executrix named in a will shall have power to dispose of any part of the estate &c. before letters testamentary shall be granted to him or her, further than is necessary to collect and preserve the same, provided &c.	329
to whom letters testamentary may be granted &c.	330
to whom and under what circumstances letters of administration may be granted	330
no letters of administration shall be granted until at least 20 days after the death of the intestate, and at least 7 days after application for the same	330
revocation of letters of administration where a will is afterwards found	330
how in case executor or administrator shall die before the estate shall be fully administered	331, 348
an executor of an executor shall not be entitled as executor to administration <i>de bonis non</i> of the first deceased	331
administrator or administratrix shall have the same qualifications in all respects as executors &c.	331
if the intestate be a married woman it shall not be necessary for her husband to take out letters of administration	331
rules concerning inventories, appraisements	333
inventory to be returned within three months unless &c.	333
executor or administrator to give notice of the appraisalment	334
must return inventory of money, debts &c. with an affidavit of the truth annexed &c. within three months &c.	334
shall either finish the crop on hand at the death of the deceased or sell the same, as he shall judge expedient	335

Executors &c....how to proceed in case executor or administrator shall not make return &c.	335
what shall be considered as assets in the hands of an executor or administrator	336, 348
accounts of administrators and the conduct of executors and administrators relative to paying and collecting debts &c.	336
shall return a full account of administration within fifteen calendar months after the date of his letters &c.	336
executors &c. allowance may be made for property of the deceased which hath perished or been lost &c.	336
executors and administrators to make good all deficiencies &c. as may have arisen by their misconduct &c.	337
may sue and be sued &c.	337
shall not be compelled to give special bail	337
not necessary to plead <i>plene administravit</i> or any thing relative to the assets	337
may refer any disputes between them and a claimant to the orphans' court, or to any person or persons approved by the orphans' court	338
not answerable for any claim of which he had no notice, provided at least six months notice by advertisement be given &c.	338
how to make distribution &c.	338
rules to be observed in paying debts of the deceased	339
not bound to discover what judgments or decrees have been passed against the deceased, unless in the high court of chancery, general court of the shore, or the county court of the county where the deceased last resided	339
may retain assets in case of a disputed claim	339
an executor being named in a will, shall not operate to extinguish any just claim the deceased had against him	340
administrator must give in a claim against himself &c.	340
shall not discharge any claim against the deceased (otherwise than at his own risk) unless the same be first passed by the orphans' court &c. or proved according to the rules herein &c.	340
executors &c. the voucher or proof of a judgment or decree	340
same where a special bail shall have discharged a judgment against the deceased	341
same in case of a specialty, bond, note or protested bill of exchange	341
same in case of rent	341

INDEX.

373

Executors &c....same in case of an open account	341
not bound to avail himself of the act of limitations, to bar what he supposes a just claim	341
how claims are to be authenticated out of the state &c.	342
accounts and debts due to deceased persons, directions concerning them &c.	343
how the account is to be stated	343
how distribution of an intestate's personal estate shall be made &c.	344
if any thing be bequeathed to an executor by way of compensation, no allowance of commission shall be made, unless &c.	349
no executor shall be obliged to exhibit any inventory or account, provided he will give bond &c.	349
how to proceed where any security of an executor or administrator, shall conceive him or herself in danger of suffering from the suretyship	350
shall be entitled to appoint a meeting of creditors, or persons entitled to distributive shares or lega- cies or a residue	351
EXCHANGES....Of lands &c.	183
EXECUTION....Form thereof against the body, on a judgment obtained before a justice of the peace	353
same against goods and chattels	359
FEME-COVERTS....How acknowledgments of deeds by them are to be made &c.	10
same where they reside out of the state	13
FEOFFMENTS....See deeds.	
FIERI FACIAS....Deed by the sheriff for land sold under a <i>fifa</i>	197
against the goods and chattels on a judgment recover- ed before a justice of the peace	359
FORCIBLE ENTRY AND DETAINER....Record there- of by justices of the peace, on their own view	282
record thereof where a <i>certiorari</i> was produced before <i>venire</i> for petit jury	283
record thereof with verdict for plaintiff	284
same with verdict for defendant	285
warrant by a justice of the peace, to summon the - grand inquest	285
summons for the party to appear	286
writ of restitution therein	286
another	291
inquisition therein	286
another	289
against a tenant for years or at will, record thereof by a justice of the peace	287
inquisition therein	289
restitution therein	289

Forcible entry &c....Oath to the foreman of the jury &c.	291
oath to the rest of the jury	291
GIFTS, GRANTS, &c....See deeds.	
GUARDIANS AND ORPHANS....Release from an heir	
to a guardian	268
see the law respecting their duty	345
bond to be given by a guardian	346
clause in a will, as to guardianship of children	356
INDENTURES... See apprentices, deeds &c.	
INJUNCTION....Bond to prosecute a writ of	155
INSOLVENT DEBTOR....His petition &c. to the county	
court	234
INVENTORIES....Rules concerning inventories of deceased	
persons estate	333
JUSTICES OF THE PEACE....See acknowledgments,	
affidavits, appeal, attachment, bastardy, commit-	
ment, forcible detainer, warrants, &c. &c.	
LAND....Petition for a commission to mark and bound	233
return of commission to mark and bound land	314
petition for a commission under the act to direct de-	
scents	234
return of same, where the land will not admit of be-	
ing divided	316
same where the land will admit of being divided	317
release of right and title to lands	268
LEASES....Observations &c.	212
lease of ground for building a house upon	213
of a house with furniture therein	216
of a house without furniture for a term of years	223
of lands from two to one	218
for ninety-nine years renewable forever	220
lease from a person authorised by letter of attorney	223
covenants &c. to be inserted in leases	279
LEGACY....A receipt or acquittance therefor	7
release of a legacy	260
bequest of a legacy by last will	351
LEGATEE ...Release of a legacy upon his coming of age	260
LETTERS OF ATTORNEY...See attorney	108
LETTER OF LICENCE TO A DEBTOR....	225
LETTERS TESTAMENTARY...To whom they may	
be granted	330
MAGISTRATES....See justices of the peace &c.	
MANUMISSION....Deed of	194
MARRIAGE....See bonds, agreements, deeds	
MORTGAGES....A mortgage in fee for securing a debt on	
bond	228
mortgage of goods and chattels	230
of a messuage &c. for a term of years	231

Mortgages....release of the equity of redemption of a mort- gaged estate	261
release of a mortgage	264
OATHS....Oath to a foreman of a jury in proceedings of forcible entry and detainer	291
oath to the rest of the jury	291
oath of a witness in a cause before a justice	309
oath of an appraiser of a deceased person's estate	333
ORPHANS....See guardians	345
OBLIGATIONS....See bonds &c.	
PARTITION....Deed of	195
petition for commission under the act to direct descents	234
return of commission &c.	316
return of sheriff on summons in partition	308
same of a writ of partition (two forms)	309
PETITIONS....Petition to the county court, for a commis- sion to mark and bound land	233
petition to same for the benefit of an act of insolvency	234
petition under the act to direct descents	334
PROMISSORY NOTES....See bills &c.	
PROBAT....Probat under the attachment law, that debtor not being a citizen is indebted	132
same debtor being a citizen has fled &c.	133
same that garnishee is about to remove	133
to a short copy of a judgment against a deceased person	235
to a bond, note, &c. against same	235
to a lease for rent against same	236
to an open account against same	236
to a bond &c. of same for dealing with a factor	237
by an executor to an open account against same	237
probat to an open account	238
to a book of accounts	238
to same by a merchant and store keeper	238
to same made by a disinterested credible witness to prove payment of money &c. in a foreign coun- try	239
to a deed, will, &c. to give it validity	239
to an open account made by a clerk &c. of the deli- very of goods &c.	240
same by principal	240
of accounts, certificate by a justice that books have been legally proved	241
RECEIPTS....See acquittances	
RECORD...Of a judgment by a justice of the peace &c.	292
RECOGNIZANCE....Observations &c.	280
taken with security for the appearance of an offen- der to answer &c.	280

Recognizance...same for a witness to testify	281
same to keep the peace and be of good behaviour	282
REFERENCE... See awards &c.	
RELEASE...Observations &c.	257
general release from one to one	258
from two to one	258
from one to two	258
from two to two	259
from three to one	259
from one to three	259
a release of a trust	259
of a legacy	260
of a legatee upon his coming of age	260
of the equity of redemption to an estate mortgaged	261
release of dower	262
another	263
release of mortgage	264
release on payment of money owing on a bottomry bond which is lost, and covenant to deliver it up when found, and indemnify in the mean time	265
release from creditors (to one that took out letters of administration to the debtor) upon their receiving £—— in satisfaction of their debts, to be divided amongst them in proportion to their debts, and a covenant from them to refund in proportion in case any debts of the deceased should appear	266
release from creditors to a debtor upon compounding his debts	267
release pursuant to an award	268
release of an heir, given to his guardian	268
release of right and title to lands	268
RELEASEMENT...Of a prisoner after commitment by two justices of the peace	298
from the plaintiff to the sheriff and jailor to discharge the defendant	300
RENT...Receipt for	5
distress for	211
RRNUNCIATION...How to proceed in case executor or executrix named in a will, renounce the trust	329
how in case any person entitled to administration, re- nounce &c.	348
REPLEVIN. ..Bond to prosecute a writ of	157
affidavit to authorise a writ of &c.	21
bond to prosecute a writ <i>de retorno habendo</i>	158
RETURNS...Return of sheriff to a variety of writs, see sheriff	302
return of a commission to mark and bound land	314
same to make partition under the act to direct descents, where the land will not admit of being divided	316

Return....same where the land will admit of division	317
of a commission from chancery to take deposition	318
from general court to examine evidences	318
REVOCATION....Of letter of attorney	125
of letters of administration where a will afterwards is found	330
of a legacy, and bequeathing a less sum	354
SALES....See bills of sale, deeds.	
SETTLEMENTS....See deeds, assignments, &c.	
SEPARATION....Between a man and his wife	320
SHERIFF....Form of a sheriff's bond	159
same from deputy-sheriff to high-sheriff	161
deed from sheriff to a purchaser of property, taken and sold under a <i>fieri facias</i>	197
another form	198
deed between late sheriff and present sheriff, for setting over prisoners and writs	199
SHERIFF'S RETURN OF WRITS....Return of sheriff on writ of attachment	302
another with schedule	302
cepi upon a <i>capias ad respondendum</i>	303
cepi upon a <i>capias ad satisfaciendum</i>	303
of a declaration in ejectment	304
of a writ of enquiry of damages	304
of fieri facias laid as per schedule	305
<i>nulla bona</i>	305
made in part, <i>nulla bona</i> residue	305
<i>tarde</i>	306
against executor or administrator made &c.	306
against same, <i>nulla bona, devastavit &c.</i>	306
same made as to costs, <i>nulla bona</i> debt &c.	307
of writ of possession in ejectment	308
of writ of seisin	308
of summons in partition	308
of a writ of partition (2 forms)	309
of a writ of replevin	310
of a writ <i>de retorno habendo</i> , (3 forms)	311
of a writ of restitution	312
of resummons against an heir	312
of scire facias, made known, nihil &c.	312
sheriff's return of same against heir and terre tenants	313
of <i>venditioni exponas</i> (unsold)	314
of writ executed by his predecessor	314
of a summons in waste	314
SUMMONS ...For a witness to give evidence before a justice of peace	358
SUPERSEDEAS....Confession of judgment by way of	142

Supersedeas....Certificate thereof, by a justice of the peace	183
by a justice of the peace &c. to release from prison &c.	183
SURRENDER....Observations &c.	269
deed of surrender of demised premises and release of rents reserved	199
deed of surrender to a person having the reversion in fee	270
a surrender of a term of years	270
a surrender or declaration of trust on a mortgaged term	271
a declaration of trust by way of assignment	272
assignment and surrender of demised premises, in consideration of money paid, and of being released from rents reserved	91
TESTAMENT AND LAST WILL....Form thereof	351
see will and testament, observations &c.	322
TRUST AND TRUSTEE....See assignment, bonds, deeds release, &c.	
a devise in trust, and appointment of trustees	356
directions for surviving trustee to assign new trustees to prevent the trust from going to an executor or administrator	357
trustees in a will to deduct their expences &c.	357
UMPIRE....See awards, reference	
WARRANT BY JUSTICES OF THE PEACE....Directing a writ of replevin where property is taken by a collector to pay taxes where nothing or a very small sum is due	21
by a justice of peace to summon grand inquest on a forcible entry and detainer	285
to summon the defendant to appear therein	286
to deliver restitution &c.	289
for the recovery of small debts, judgment &c.	292
against a master for abusing his apprentice	294
to apprehend affrayers	294
to apprehend a burglar	295
to apprehend a person for coining and to seize his instruments &c.	295
to commit a person suspected for coining	296
general warrant of commitment	296
upon complaint on oath, where goods are fraudulently removed by tenant to prevent a distress &c.	
for arrears of rent	297
for the deliverance of a prisoner	298
for felony	298
for the peace or good behaviour	299
to search for stolen goods	299
from the plaintiff to the sheriff and goaler to discharge the defendant	300

Warrant to apprehend the reputed father of a bastard child	301
same after the birth &c.	302
of commitment for want of securities to keep the peace	300
warrant by the orphans' court to appraisers of a deceased person's estate	333
WILLS AND TESTAMENTS.... Definition of &c.	322
how wills are to be made and their effect	323
persons making a will to pass lands &c. must be of full age, that is males 21, females 18 years	323
must be in writing, and signed by the party devising &c. or by some other person in his presence, by his direction	323
shall be attested and subscribed by three or four credible witnesses, or else utterly void	323
not revocable otherwise than by some other will, or by burning, cancelling, &c.	324
how wills shall be authenticated or proved	324
the person in whose possession or custody a will or codicil shall be after the death of the testator &c. must deliver it to the register &c. within three months after the said death shall be known to said person	324
an attested copy under seal of office &c. evidence in any court of law or equity, &c	324
renunciation of the trust of executor or executrix named in a will, how to proceed in such cases	329
an executor being named in a will, shall not operate to extinguish any just claim the deceased had against him &c.	340
form of a will and testament	351
form of a codicil	353
the nature of a codicil	323
bequest to a daughter and disposal of the profits for her education and maintenance	352
bequest to two grand-daughters with survivorship	352
bequest to an imprudent son	352
bequest to a feme covert	353
devise of the residue	353
appointment of executor, and revocation of all former wills	352
bequest to a wife, exclusive of dower	354
preamble to a will of a feme covert	355
bequest of furniture as an heir-loom	355
clause in will as to guardianship of children	356
devise in trust, and appointment of trustees	356

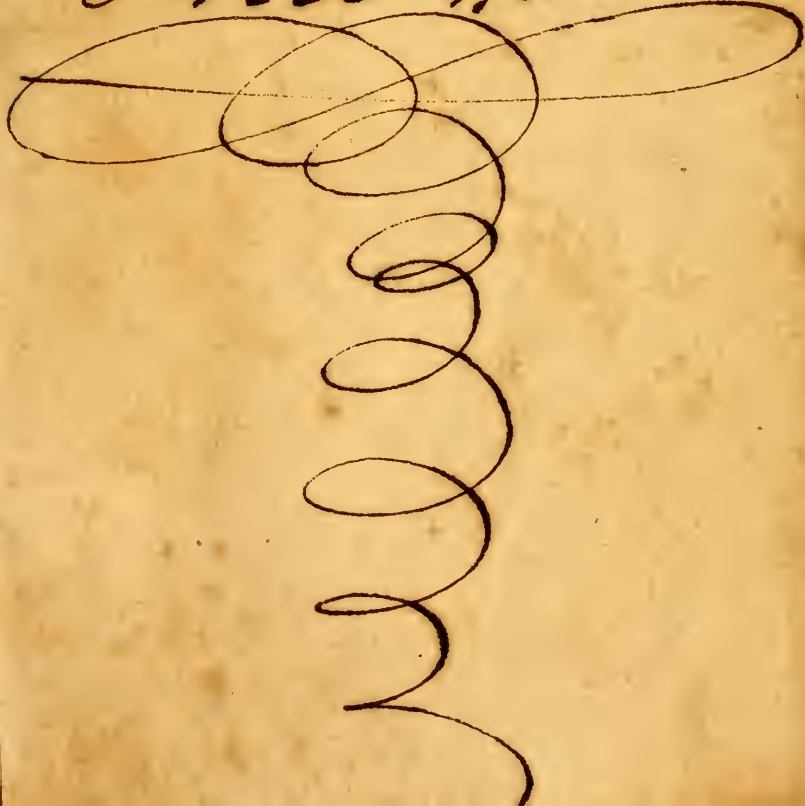
Wills....directions in a will for surviving trustee to assign new trustees to prevent the trust from going to an exe- cutor or administrator	357
clause in a will for determining disputes about any gift or bequest	357

William Clapham

September 16th 1813

Eatna Mills

Price $\$2 \frac{00}{100}$



My dear friend
I have just received
your letter of the 10th
and am very glad to hear
from you. I am well and
hope this finds you the same.
I have not much news to write
at present. I am still in the
same place and doing the same
work. I am very busy and
have not much time for
writing. I will write again
when I have more news to
tell you. I am very
truly yours,
John Smith





